

CHARLOTTE MASON®  
INSTITUTE

Ms. Beth Opat, Director  
Dogwood Charter School  
1681 Pinetree Drive  
Pittsburgh, PA 15241

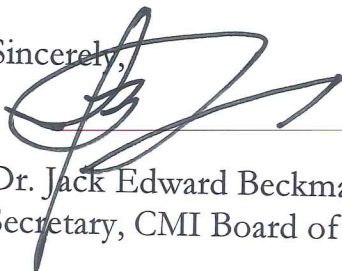
Dear Ms. Opat:

At the Tuesday, 20 October 2020 Charlotte Mason Institute Board of Director's online retreat, it was unanimously moved and passed that the Dogwood Charter School be offered the CMI accreditation process. A team of accreditation designates from the Board including Nicolle and Storm Hutchinson, Dr. Carroll Smith, Lisa Cadora, Lisa Ector, Dr. Shannon Whiteside, and myself will be responsible for facilitating the process leading to an accreditation certificate.

Once your charter is secured, CMI will collaborate with Dogwood Charter School leadership in terms of developing a timeline for completion of the process.

We very much look forward to working with Dogwood Charter School as you seek accreditation from the Charlotte Mason Institute.

Sincerely,



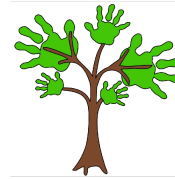
Dr. Jack Edward Beckman  
Secretary, CMI Board of Directors

## Dogwood Charter School proposed 2022-2023 calendar

Late August 2022	Teacher In-Service Day First Day of School (CVSD)
September 5th	Labor Day - School Closed
Early November	End of first trimester
November 24-28th	Thanksgiving recess - School Closed
December 24-January 2	Winter recess - School Closed
January 3	School Reopens (CVSD Dates)
January 17	Martin Luther King Jr. Day - School Closed
Mid February	End of second trimester
April 10-17th	Spring recess - School Closed (CVSD dates)
April 18th	School Reopens
May 30	Memorial Day - School Closed
First week of June	Last day for students (CVSD dates) End of third trimester

Justabout Pediatric Therapy  
375 Valley Brook Rd, Suite 101  
McMurray, PA 15317  
**Phone** 724-941-4414 **Fax** 724-941-4486  
[www.justaboutpediatrictherapy.com](http://www.justaboutpediatrictherapy.com)

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Justabout Pediatric Therapy is a privately-owned clinic in Peters Township, providing physical, occupational, and speech therapy to children of all abilities. We serve children ages birth through 18 in an environment that fosters compassion and trust. In addition to therapy within our clinic, we provide therapy virtually through telehealth and on location in various schools and preschools in our area. Our therapists are carefully vetted to assure not only clinical excellence, but embodiment of our core values to treat all children with the kindness and respect they are due. All of our therapists carry either a master's or doctorate-level education, as well as the required state licensures and clearances.

Our therapeutic relationship begins with a comprehensive evaluation. During this evaluation, therapists use a variety of methods to gather valuable information about the child. We conduct interviews with those who know the child best: their family, caregivers, and educators. An evaluation also includes standardized testing and observation of the child at play or within a classroom. Following the evaluation, we create an individualized treatment plan to address any limitations to their full, safe interaction with peers and family. This plan includes objective, measurable goals that promote independent mobility, communication, and participation in educational and play activities. We use evidenced-based practices to assure that our interventions meet the standards of care required for success. We meet children "where they are," then set high expectations to reach their motor, sensory, and communication goals. Most importantly, our therapeutic activities are play-based and encourage children to try "hard things" without fear, as we provide the supportive encouragement that they need.

Our charges for services are comparable with other providers in Southwestern Pennsylvania. An evaluation (PT, OT, or Speech) includes one hour of direct evaluation (testing, observation and interviews) and one hour of documentation. The cost for a completed evaluation is \$185. Treatment sessions are paid by an hourly rate and include both direct (with student) and indirect (consultation, documentation) time. Treatment sessions are billed at \$25/unit. Units are 15 minutes of services and include both direct and indirect service.

ALLEGHENY INTERMEDIATE UNIT

# 2020 SERVICES GUIDE 2021



## 2020-2021 SERVICES GUIDE

475 East Waterfront Drive • Homestead, PA 15120

412-394-5700 • aiu3.net • @AlleghenyIU3

**194 UNIQUE SERVICES OFFERED**

### Executive Leadership Team

**Rosanne Javorsky**, Interim Executive Director

**Jon Amelio**, Chief Technology Officer

**Erin Koebel**, Director of Human Resources  
and Labor Relations

**Catherine Lobaugh, Ed.D.**, Assistant Executive Director  
for Early Childhood, Family and Community Services

**Joseph Lucarelli**, Chief Finance and Operations Officer

**James Palmiero, Ed.D.**, Assistant Executive Director  
for Special Education and Pupil Services

**Joseph Shaulis, Esq.**, General Counsel

### Board of Directors

Debbie Beale, <i>President</i>	Highlands
David Schaap, <i>Vice President</i>	Brentwood Borough
Larry Pollick, <i>Secretary</i>	Allegheny Valley
Peter Lyons, <i>Treasurer</i>	Pine-Richland
James Bulger	Steel Valley
Leonard Fornella	South Fayette Township
Jamie Glasser	Woodland Hills
Connie Ruhl	Bethel Park
Patrick Sable	South Park
Robert Shages	Hampton Township
Roger Tachoir	Clairton City

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2020-2021

## PRICING AT A GLANCE

The 91 services listed on this page are **FREE** to member school districts.

Allegheny County Jail Workforce Development  
and GED Preparation Program  
Assistive Technology  
Autism Support  
Book Review Project  
BrightBytes – Data Interpretation and Action Planning  
Business Administrator Role-Alike Meetings  
Career Readiness State Training Support Plan  
Classroom Diagnostic Tools (CDT)  
CMU CS Academy  
Co-Teaching  
Comprehensive Planning Process  
Computer Science and Technology Teachers Network  
Crisis Response Team  
Curriculum Director Role-Alike Meetings  
DART (Preschool Early Intervention Services)\*  
Data Collection and Reporting System for Special Education  
Data Team Training  
Detention Education System  
Diagnostic Assessment and Interventions  
Diagnostic Consultation\*  
Early Head Start  
Education for Children and Youth  
Experiencing Homelessness (ECYEH)  
Educator Evaluation  
Educator Workshops  
ELA Symposium  
Emergency Management Role-Alike Meetings  
Family Literacy Classes  
Family Support Centers  
Future Ready PA Index  
Gifted Education  
Grant Network  
Group Term Life Insurance Consortium\*  
Head Start  
Human Resources Director Role-Alike Meetings  
IDEA Sub-Recipient Monitoring  
Instructional Coaches Role-Alike Meetings  
Integrating Open Educational Resources Across the Curriculum  
Integrating Technology into the Curriculum  
Intensive Interagency Coordination  
Joint Purchasing Program  
Keystone Exams in Literature  
Leadership Seminars  
Least Restrictive Environment/Inclusive Practices  
Legislative Policy and Advocacy  
Lincoln Park After-School Program  
Local Task Force  
Management Consultation

Math Coach Network  
Media Coordinator Role-Alike Meetings  
MSC Math Educator Networks for K-12 Teachers  
MSC Science Educator Networks for K-12 Teachers  
Multi-Sensory Approach to Teaching Mathematics  
Multi-Tiered System of Supports (MTSS)/  
Response to Instruction and Intervention (RTII)  
Multi-Tiered System of Supports for Behavior (MTSS)/School Wide  
Positive Behavior Interventions and Support (SWPBIS)  
New Special Education Liaison Role-Alike Meetings  
Non-Public Schools Program (NPSP)  
PA Core Standards for English Language Arts (ELA)  
PA Inspired Leadership Initiative  
PA Institute for Instructional Coaching  
PA Value-Added Assessment System (PVAAS)  
Pearson Vue Testing  
Positive Behavior Supports  
Pre-K Counts  
Professional Development Services – BrainSTEPS  
Project ELECT  
Public Relations Role-Alike Meetings  
Reading Achievement Center Resource Room  
Reading Specialist Network  
Responsible Fatherhood Program  
Safety and Security Initiatives  
School Assessment Data Analysis  
School Board Seminars  
School Improvement Facilitation  
Secondary Transition Services  
Social Studies Network  
Special Education Liaison Role-Alike Meetings  
Standards Aligned System Training  
STEAM Catalyst Grants  
STEAM Lending Library  
STEAM Teacher and Coordinator Role-Alike Meetings  
Superintendent Commission  
Superintendents' Advisory Council  
SuperSite  
Supervision and Consultation\*  
Supporting Literacy and Mathematics Development  
Technology Coordinators Role-Alike Meetings  
Title IIA Non-Public Schools Consortium  
Title III Consortium Services – AIU Serviced Districts –  
Liaison Committee\*  
Title III Consortium Services – Title III Consortium Grant\*  
transformED  
Workforce Development Program and GED Preparation

*\* See service listing for other pricing options.*

## 2020-2021 Administrative Services Pricing

PROGRAM	COST
Act 1 Mailing Coordination .....	\$150
Business Administrator Role-Alike Meetings .....	No charge
Communications, Marketing and Public Relations.....	Varies
Data Analysis, Management and Support .....	Varies
Data Collection and Reporting System for Special Education .....	No charge
District-Based Human Resource Services.....	Varies
Emergency Management Role-Alike Meetings .....	No charge
Evaluation Planning.....	Varies
Grant Development Training .....	\$275/person
Grant Facilitation and Support.....	Varies
Grant Network .....	No charge
Graphic Design Services.....	Varies
Group Term Life Insurance Consortium .....	No charge*
High-Speed Copying and Duplication .....	Varies
Human Resource Audits.....	\$5,000
Human Resources Director Role-Alike Meetings.....	No charge
IDEA Sub-Recipient Monitoring.....	No charge
Job Description Review and Development.....	\$3,000
Joint Purchasing Program .....	No charge
Legislative Policy and Advocacy .....	No charge
Management Consultation .....	No charge
PA-Educator.net.....	Varies
Program Monitoring and Evaluation.....	Varies
Public Relations Role-Alike Meetings .....	No charge
Regional Wide Area Network (RWAN) .....	\$550/1 Gbps*
Safety and Security Initiatives .....	No charge
School-Based ACCESS Program.....	Varies
Software and Data Systems.....	Varies
Special Education Transportation Services .....	Varies
Superintendent Commission .....	No charge
Superintendent Searches.....	Varies
Superintendents' Advisory Council .....	No charge
SuperSite .....	No charge
Technology Assessments and Managed Services.....	Varies
Technology Coordinators Role-Alike Meetings .....	No charge

## 2020-2021 Family and Community Engagement Pricing

PROGRAM	COST
Allegheny County Jail Workforce Development and GED Preparation Program .....	No charge
Community Schools East and West .....	Varies
DART (Preschool Early Intervention Services).....	No charge*
Detention Education System .....	No charge
Early Head Start.....	No charge
Education for Children and Youth Experiencing Homelessness (ECYEH) .....	No charge
Family Literacy Classes .....	No charge
Family Support Centers .....	No charge
Focus On Attendance .....	No charge
Head Start .....	No charge
Lincoln Park After-School Program.....	No charge
Pearson Vue Testing .....	No charge
Pre-K Counts.....	No charge
Project ELECT .....	No charge
Responsible Fatherhood Program .....	No charge
Workforce Development Program and GED Preparation ..	No charge

\* See service listing for other pricing options.



## 2020-2021 Professional Growth Pricing

PROGRAM	COST
Acadience Training.....	Varies
Adolescent Literacy Institute .....	\$600/person
Advanced Placement Summer Institute.....	\$1,000
Apple Education Professional Development .....	\$2,000/day
Assistive Technology .....	No charge
Autism Support.....	No charge
Book Review Project .....	No charge
BrightBytes – Data Interpretation and Action Planning ...	No charge
Career Readiness State Training Support Plan .....	No charge
Classroom Diagnostic Tools (CDT) .....	No charge
CMU CS Academy.....	No charge
Co-Teaching .....	No charge
Code.org Computer Science K-12 Curriculum .....	Varies
Comprehension, Close Reading and Complex Text: Laying the Foundation K-2.....	\$400/person
Comprehensive Planning Process.....	No charge
Computer Science – Apple Can Code Curriculum.....	\$450/half day
Computer Science and Technology Teachers Network... ..	No charge
Continuing Professional Education Credit Courses .....	\$399/course
Curriculum Director Role-Alike Meetings.....	No charge
Customized In-district Mathematics and Science Professional Development for Effective Classroom Practices, PreK-12.....	Varies
Customized Professional Development .....	\$450/half day
Customized Reading Support .....	\$900/day
Data Security and Integration .....	\$450/half day
Data Team Training.....	No charge
Diagnostic Assessment and Interventions.....	No charge
Educator Evaluation.....	No charge
Educator Induction Program .....	\$225/person
ELA Symposium.....	No charge
Emerging Instructional Technologies .....	\$450/half day
English Language Arts Auditing and Curriculum Alignment or Writing .....	\$450/half day
Federal Programs Role-Alike Meetings.....	\$60/person
Future Ready PA Index .....	No charge
Google Certified Educator Training – Level 1 and Level 2.....	\$125/person
Historical Thinking in the Middle Grades.....	\$200/person
Human-Centered Design Consultation.....	\$450/half day
Hybrid Learning Instructional Design Plan .....	Varies
Instructional Coaches Role-Alike Meetings.....	No charge
Integrating Open Educational Resources Across the Curriculum .....	No charge
Integrating Technology into the Curriculum.....	No charge
Intensive Interagency Coordination.....	No charge
K-3 Apprenticeship Model.....	\$3,800/person
Keys to Comprehension .....	\$600/person
Keystone Exams in Literature .....	No charge
Language Essentials for Teachers of Reading and Spelling (LETRS).....	Varies
Leadership Seminars .....	No charge

PROGRAM	COST
Least Restrictive Environment/Inclusive Practices .....	No charge
LETRS (Language Essentials for Teachers of Reading and Spelling) Professional Development .....	Varies
Literacy Design Collaborative (LDC).....	\$450/half day
Math Coach Network.....	No charge
Mathematics and Science Curriculum Auditing and Curriculum Alignment or Writing.....	Varies
Media Coordinator Role-Alike Meetings.....	No charge
MSC Math Educator Networks for K-12 Teachers.....	No charge
MSC Mathematics Professional Learning Workshops and Institutes .....	Varies
MSC Science Educator Networks for K-12 Teachers .....	No charge
MSC Storytime STEM-Packs.....	Varies
Multi-Sensory Approach to Teaching Mathematics .....	No charge
Multi-Tiered System of Supports (MTSS)/Response to Instruction and Intervention (RTII).....	No charge
Multi-Tiered System of Supports for Behavior (MTSS)/ School Wide Positive Behavior Interventions and Support (SWPBIS) .....	No charge
New and Aspiring Superintendent Support .....	\$175/person
Online Learning Professional Development .....	\$450/half day
PA Core Standards for English Language Arts (ELA).....	No charge
PA Inspired Leadership Initiative.....	No charge
PA Institute for Instructional Coaching .....	No charge
PA Value-Added Assessment System (PVAAS) .....	No charge
Positive Behavior Supports .....	No charge
Professional Education Reporting (Act 48) .....	\$5/record
Reading Achievement Center Resource Room.....	No charge
Reading Specialist Network .....	No charge
School Assessment Data Analysis.....	No charge
School Board Seminars.....	No charge
School Improvement Facilitation .....	No charge
School Retool Fellowship for School Leaders .....	\$1,000
Secondary Transition Services .....	No charge
Social Studies Network.....	No charge
Standards Aligned System Training .....	No charge
STEAM and Learning Innovation.....	\$450/half day
STEAM Catalyst Grants .....	No charge
STEAM Lending Library.....	No charge
STEAM Teacher and Coordinator Role-Alike Meetings ...	No charge
Supporting Literacy and Mathematics Development ....	No charge
Supporting Teacher Growth with Common Core Shifts (Act 45 course) .....	\$300/person
Text Dependent Analysis: Effective Instructional Practices .....	\$600/person
Text Dependent Analysis Part 2 - Studying Student Work .....	\$450/person
Thinking Through the Pencil.....	\$600/person
transformED .....	No charge

\* See service listing for other pricing options.



## 2020-2021 Special Education Services Pricing

PROGRAM	COST
Audiology .....	\$150/hour
Auditory Processing Disorders (APD) Evaluation Team...	\$110/hour
Autistic Support .....	Varies
Blind/Visually Impaired Support Program .....	\$750/day
Board Certified Behavior Analyst (BCBA) .....	\$595/day or \$85/hour
Bullying Prevention Program .....	\$800/day
Communication Access Services for Students with Hearing Loss .....	\$82.50/hour
Crisis Response Team .....	No charge
DART (Preschool Early Intervention Services).....	No charge*
Deaf/Hard of Hearing Support Program.....	\$750/day
Diagnostic Consultation.....	No charge*
Emotional Support.....	Varies
Extended School Year .....	\$2,500*
Feeding and Swallowing Technical Support Team .....	\$110/hour
Learning Support .....	Varies
Life Skills Support.....	Varies
Local Task Force .....	No charge
Mon Valley School .....	Varies
Multi-Disabilities Support .....	Varies
New Special Education Liaison Role-Alike Meetings .....	No charge
Occupational Therapy.....	\$63.50/hour* or \$54/hour
Personal Care Assistant.....	Varies
Physical Support .....	Varies
Physical Therapy .....	\$66.75/hour* or \$54/hour
PRIDE Program.....	Varies
Primary Expressions K-1 Classrooms .....	\$193.14/day
Professional Development Services – BrainSTEPS.....	No charge
Psychological Services .....	\$625/day or \$114/hour
Social Work Services .....	\$625/day or \$114/hour
Special Education Liaison Role-Alike Meetings .....	No charge
Speech/Language Impaired Support Program .....	\$750/day or \$193.14/hour
Suicide Prevention Training .....	\$800/day
Sunrise School .....	Varies
Supervision and Consultation .....	No charge*
Supervision of Clinical Fellowship Year.....	Varies
Supervisor Services .....	\$678.57/day
The Pathfinder School.....	Varies
Threat Assessment .....	\$114/hour
Transition Consultants .....	\$885.71/day
Travel Services .....	\$125/hour
Vocational Programs .....	Varies

## 2020-2021 Student Programs Pricing

PROGRAM	COST
Academic Events .....	Varies
Adult Education and Family Literacy .....	Varies
AIU ESL Induction .....	\$1,000/person
Alternative Education .....	Varies
Career Connections .....	\$75
Children and Youth Experiencing Homelessness .....	No charge
Early Childhood Education .....	No charge
Gifted Education.....	No charge
K-12 ESL Curriculum Review Process .....	Varies
K-12 ESL Direct Instruction Model .....	\$105,889/FTE
K-12 ESL Professional Development .....	\$500/half day
K-12 ESL State Monitoring, Program Monitoring and Evaluation .....	\$120/hour
K-12 ESL Student Evaluations and Proficiency Testing ...	\$220/eval.
K-12 ESL Student Exiting/Monitoring Process .....	\$120 hour
K-12 ESL Supervisor Services .....	\$13,750/year*
Non-Public Schools Program (NPSP) .....	No charge
Special Education Schools and Supports.....	Varies
Title I Non-Public Schools .....	Varies
Title IIA Non-Public Schools .....	Varies
Title IIA Non-Public Schools Consortium .....	No charge
Title III Consortium Services – AIU Serviced Districts – Liaison Committee .....	No charge*
Title III Consortium Services – Title III Consortium Grant .....	No charge*
Waterfront Learning .....	Varies

\* See service listing for other pricing options.

# Administrative Services

*Every day, school district operations become more complex. Laws and mandates constantly change and school leaders need new solutions for today's business challenges. The AIU offers a variety of services to support school administrators.*

## COMMUNICATIONS AND LEGISLATIVE SERVICES

### Communications, Marketing and Public Relations

**Contact:** Sarah McCluan, 412-394-3472 • sarah.mccluan@aiu3.net

**Cost:** Rates vary by project. Please contact for more information.

**Invoice Frequency:** Monthly

The Communication Services team assists with the planning, execution and evaluation of integrated communication and marketing campaigns using traditional and social media. Seasoned communication experts are available to advise district administrators on a wide variety of topics impacting today's public schools.

### Graphic Design Services

**Contact:** Michael Tarquinio, 412-394-5746 • michael.tarquinio@aiu3.net

**Cost:** Rates vary by project. Please contact for more information.

**Invoice Frequency:** Monthly

The Communication Services team can help districts design and create publications from an initial concept to a high-quality finished product. Consultations can be arranged to discuss appropriate color choices, paper weights, fonts and graphics.

### Legislative Policy and Advocacy

**Contact:** Joseph Shaulis, Esq., 412-394-4521 • joseph.shaulis@aiu3.net

**Cost:** No charge

More than ever, education advocates' voices are being heard. In an effort to uplift and add volume to Allegheny County educators' concerns, the AIU actively engages in strategic relationships with federal and state policymakers to share the good work of schools. The Legislative Policy and Advocacy team keeps local school leaders abreast of current developments in Harrisburg and Washington, D.C., and develops advocacy campaigns to inform legislators.

### Public Relations Role-Alike Meetings

**Contact:** Sarah McCluan, 412-394-3472 • sarah.mccluan@aiu3.net

**Cost:** No charge

Regular role-alike meetings are held for school public relations officials and district administrators to discuss timely communications-related issues. Guest speakers are often invited to participate. Topics, such as crisis communications, social media and parent engagement are discussed.

## EVALUATION, GRANTS AND DATA

### Data Analysis, Management and Support

**Contact:** Leslie McConnell, 412-394-5821 • leslie.mcconnell@aiu3.net

Johanna Innamorato, 412-394-4623 • johanna.innamorato@aiu3.net

**Cost:** Negotiated based on scope of work. Please contact for more information.

**Invoice Frequency:** Based on work scope and timeline

The AIU provides data analysis services and designs surveys, instruments and systems to assist schools in collecting and analyzing relevant data for developing needs statements, proving program results, understanding student achievement, fulfilling reporting requirements and making decisions about school improvement.

### Evaluation Planning

**Contact:** Leslie McConnell, 412-394-5821 • leslie.mcconnell@aiu3.net

Johanna Innamorato, 412-394-4623 • johanna.innamorato@aiu3.net

**Cost:** Negotiated based on scope of work. Please contact for more information.

**Invoice Frequency:** Following completion of service

The AIU's evaluation specialists design individualized evaluation plans for self-evaluation or as part of program evaluation services.

## Grant Development Training

**Contact:** Leslie McConnell, 412-394-5821 • [leslie.mcconnell@aiu3.net](mailto:leslie.mcconnell@aiu3.net)

**Cost:** \$275 per person for one-day grant workshops offered at AIU Central Office.

Negotiated based on needs and travel for district/IU on-site grant training.

**Invoice Frequency:** Upon registration

The AIU offers a one-day, intensive grant development workshop at the AIU's Central Office designed to give school leaders an understanding of the grant process and how to get started developing solid grant proposals. The AIU also offers customized grant training for districts and IUs held at their location.

## Grant Facilitation and Support

**Contact:** Leslie McConnell, 412-394-5821 • [leslie.mcconnell@aiu3.net](mailto:leslie.mcconnell@aiu3.net)

**Cost:** Negotiated based on scope of work. Please contact for more information.

**Invoice Frequency:** Following completion of service

The AIU's grant specialists provide schools and IUs with support throughout the fundraising process, including assessing needs and developing programs, constructing narratives and budgets and applying for competitive funds from local, state and national funding sources.

## Grant Network

**Contact:** Leslie McConnell, 412-394-5821 • [leslie.mcconnell@aiu3.net](mailto:leslie.mcconnell@aiu3.net)

**Cost:** No charge

The AIU's Grant Network provides information regarding grant opportunities and tips on how to develop a thorough proposal. Members receive regular notices about opportunities that can enhance programming and instruction at their schools. To join the Grant Network, register at [www.surveymonkey.com/r/AIUGrantNetworkSignUp](http://www.surveymonkey.com/r/AIUGrantNetworkSignUp)

## Program Monitoring and Evaluation

**Contact:** Leslie McConnell, 412-394-5821 • [leslie.mcconnell@aiu3.net](mailto:leslie.mcconnell@aiu3.net)

**Cost:** Negotiated based on scope of work. Please contact for more information.

**Invoice Frequency:** Following completion of service

The AIU's evaluation specialists conduct evaluations on the district, local, consortium, regional and state levels to improve programs and fulfill reporting requirements. This process may include documenting program implementation, conducting site visits, collecting and analyzing quantitative and qualitative data, preparing final evaluation reports and making recommendations for improvement. Scope of work depends on program needs and evaluation requirements.

## Software and Data Systems

**Contact:** Leslie McConnell, 412-394-5821 • [leslie.mcconnell@aiu3.net](mailto:leslie.mcconnell@aiu3.net)

**Cost:** Negotiated based on scope of work. Please contact for more information.

**Invoice Frequency:** Based on work scope and timeline

The AIU provides web-based software and data warehouse systems customized to your needs in any number of areas such as customer relations management (CRM), time accounting and reporting, student achievement tracking/analysis and contract management.

## EXECUTIVE SUPPORT

### Management Consultation

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** No charge

The AIU assists districts in identifying and coordinating resources and services to provide support in school management, planning and administration.

### Superintendent Commission

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** No charge

The AIU assists with scheduling superintendents and assistant superintendents for the oath of office.

### Superintendents' Advisory Council

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** No charge

The AIU hosts monthly meetings with superintendents on current federal, state and local issues that impact school districts. The executive director provides updates from the Pennsylvania Department of Education based upon attendance at monthly meetings with the secretary of education and Pennsylvania Department of Education officials. In addition, AIU leadership and superintendents meet in teams based on specific categories designed to address regional education issues.

### SuperSite

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** No charge

The AIU hosts SuperSite, a web-based tool designed specifically for superintendents. It is a source of current and relevant information related to human resources, finance, legislative advocacy, emergency management and other data made available upon request.

## FINANCE AND BUSINESS OPERATIONS

### Act 1 Mailing Coordination

**Contact:** Kim Enz, 412-394-5784 • [kimberly.enz@aiu3.net](mailto:kimberly.enz@aiu3.net)

**Cost:** \$150 per district

**Invoice Frequency:** Annually, once service has been completed.

The Taxpayer Relief Act, known as Act 1, was passed in 2006 to provide property tax relief to qualifying resident homeowners. All school districts must participate and the AIU coordinates the mailing to thousands of homes in Allegheny County.

### Business Administrator Role-Alike Meetings

**Contact:** Joseph Lucarelli, 412-394-5813 • [joseph.lucarelli@aiu3.net](mailto:joseph.lucarelli@aiu3.net)

**Cost:** No charge

The AIU conducts quarterly role-alike meetings for Allegheny County school district business administrators. The free sessions give school business leaders the opportunity to come together and discuss topics that impact district operations. The AIU's staff give timely updates on local, state and federal issues that affect budgets and offers information that saves time and money.

### Data Collection and Reporting System for Special Education

**Contact:** Jane Gimigliano, 412-394-7392 • [jane.gimigliano@aiu3.net](mailto:jane.gimigliano@aiu3.net)

**Cost:** No charge

The AIU is designated by the Pennsylvania Department of Education to collect the special education data needed to meet state and federal reporting requirements. The aggregated data of the region is used to generate 32 reports required by the Pennsylvania Department of Education. This service is not only free to school districts, but also saves administrators time and effort.

### **Group Term Life Insurance Consortium**

**Contact:** Janet Breiding, 412-394-5848 • janet.breiding@aiu3.net

**Cost:** No charge – Membership in the consortium is free, although each school district pays its insurance premiums.

The Group Term Life Insurance Consortium enables members to achieve the benefits of group purchasing of term life insurance. Membership is available to all Allegheny County public school districts and career and technical schools.

### **IDEA Sub-Recipient Monitoring**

**Contact:** Richard Marusic, 412-394-5718 • richard.marusic@aiu3.net

**Cost:** No charge

The AIU is the Local Education Agency (LEA) for IDEA Part B, Section 611 Funds. The purpose of the program is to pass through IDEA funds to districts for their school-based special education programs. As the pass-through entity for federal IDEA funds, the AIU is required to monitor the activities of sub-recipients to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provisions of contracts or grant agreements. In addition, monitoring is also required to ensure that performance goals are achieved.

### **Joint Purchasing Program**

**Contact:** Kim Enz, 412-394-5784 • kimberly.enz@aiu3.net

**Cost:** No charge

The Joint Purchasing Program facilitates the purchase of energy, fuel and paper products at the lowest price. The program assists participants by preparing specifications, advertising, analyzing bids, conducting bid openings, evaluating samples, recommending bid awards and notifying bidders. Every year, the Joint Purchasing Program saves school districts millions of dollars in the purchase of electricity, natural gas, gasoline and diesel fuel.

### **School-Based ACCESS Program**

**Contact:** Kara Bonaroti, 412-394-4527 • kara.bonaroti@aiu3.net

**Cost:** Rates vary. Please contact for more information.

**Invoice Frequency:** Semi-annually

The School-Based ACCESS Program allows school districts to earn partial reimbursement for health-related services provided to students who are eligible for medical assistance. The AIU's business staff helps school districts complete the reimbursement process by ensuring compliance and the proper submission of claim documentation. Although there are many variables that determine reimbursement, districts may be able to realize significant savings.

### **Special Education Transportation Services**

**Contact:** Anthony Nuccetelli, 412-394-5791 • anthony.nuccetelli@aiu3.net

**Cost:** Rates vary. Please contact for more information.

**Invoice Frequency:** None

The AIU can facilitate transportation services for children with special needs. The AIU contracts with school bus transportation companies to provide the service. Funding comes directly from a district's state subsidy. No invoicing occurs.

## HUMAN RESOURCES AND LABOR RELATIONS

### District-Based Human Resource Services

**Contact:** Erin Koebel, 412-394-5957 • erin.koebel@aiu3.net

**Cost:** Rates and availability vary dependent upon request.

**Invoice Frequency:** Annually, once the service has been completed.

The AIU has a comprehensive group of experts within the human resources field who can support any school district with complex human resources functions. The services are customizable and scalable to fit the needs of any school district. In addition, the services can be offered on an annual, quarterly or weekly basis.

### Human Resource Audits

**Contact:** Erin Koebel, 412-394-5957 • erin.koebel@aiu3.net

**Cost:** \$5,000

**Invoice Frequency:** Annually, once the service has been completed.

The AIU's HR Audit Committee uses a list of mandated regulations and best practices to audit the practices and procedures of school district human resources departments. At the end of the audit we provide a roadmap to compliance with actionable steps and best practice recommendations.

### Human Resources Director Role-Alike Meetings

**Contact:** Erin Koebel, 412-394-5957 • erin.koebel@aiu3.net

**Cost:** No charge

The AIU holds quarterly human resource director role-alike trainings for district administrators. Information on relevant topics impacting human resources in schools is presented and discussed.

### Job Description Review and Development

**Contact:** Erin Koebel, 412-394-5957 • erin.koebel@aiu3.net

**Cost:** \$3,000

**Invoice Frequency:** Annually, once the service has been completed.

Job descriptions need to be written and framed to ensure position requirements accurately articulate what is expected of a job seeker or incumbent, yet comply with employment laws. Our job description committee will analyze and review your organization's current job descriptions and generate an action plan to address any identified issues. Job descriptions will be revised where needed and reviewed by the committee for consistency and accuracy.

### PA-Educator.net

**Contact:** Erin Koebel, 412-394-5957 • erin.koebel@aiu3.net

**Cost:** Rates vary per district. Please contact for more information.

**Website:** [paeducator.net](http://paeducator.net)

**Invoice Frequency:** Annually

PA-Educator.net is an online clearinghouse for teachers and administrators interested in working in Pennsylvania. This service is free to applicants and simplifies the application process for participating school districts and other educational entities. Our applicant profiles contain all documents required to be hired within a public school entity in Pennsylvania. PA-Educator.net simplifies the recruiting and hiring process, allowing employers to not only post positions, but also conduct focused searches.

### Superintendent Searches

**Contact:** Erin Koebel, 412-394-5957 • erin.koebel@aiu3.net

**Cost:** Rates vary by project. Please contact for more information.

**Invoice Frequency:** Annually, once the service has been completed.

The AIU recognizes the importance of selecting dynamic school leaders who can successfully lead organizations in an ever-changing society. Our approach to a superintendent search process combines experience and industry expertise with a robust search methodology. The steps to success will be guided by the needs of the school district and include: setting timelines, obtaining key stakeholder feedback, refining the job description, advertising, interview facilitation and finally, thorough background checks. The AIU will also facilitate the offer and hiring of the selected candidate.

## INFORMATION TECHNOLOGY

### High-Speed Copying and Duplication

**Contact:** Valarie Becker, 412-394-5833 • [valarie.becker@aiu3.net](mailto:valarie.becker@aiu3.net)

**Cost:** Rates vary by project. Please contact for more information.

**Invoice Frequency:** Monthly

The AIU's Production Center offers affordable, high-speed duplication of your print-ready documents such as student/parent handbooks, flyers, brochures, newsletters, handouts, NCR forms, etc. Whether you need black-and-white prints or eye-catching full-color brochures, we can handle the job. We have a variety of paper in stock and finishing services include cutting, folding, padding, stapling, saddle stitching, GBC binding and hot-glue tape binding. Call for a free estimate.

### Regional Wide Area Network (RWAN)

**Contact:** Jon Amelio, 412-394-5710 • [jon.amelio@aiu3.net](mailto:jon.amelio@aiu3.net) • Twitter: @AIUCTO

**Cost:** \$550 for 1 Gbps circuit or \$895 for 10 Gbps circuit, plus Internet bandwidth up to \$0.90 Mbps and a service/administrative fee that is adjusted annually

**Invoice Frequency:** Monthly. New members will only be added at contract renewal periods.

The Regional Wide Area Network (RWAN) is a fiber optic educational network comprised of 41 school districts, two CTCs and the AIU. Members choose between a 1 Gbps or 10 Gbps connection and upstream Internet connectivity. The RWAN provides access to the state's K-12 network (PAIUNET). In addition, students and teachers can connect to the Pittsburgh Supercomputing Center's backbone to Internet 2 for direct routes to major content providers including Microsoft, Google and others. The RWAN is governed by an elected set of IT leaders from a cross-section of districts.

### Technology Assessments and Managed Services

**Contact:** Jon Amelio, 412-394-5710 • [jon.amelio@aiu3.net](mailto:jon.amelio@aiu3.net) • Twitter: @AIUCTO

**Cost:** Rates vary by project. Please contact for more information.

**Invoice Frequency:** Monthly

Technology is the backbone at every organization and school district. To help school districts operate in the most cost-efficient manner possible, the AIU's Information Technology staff provides a variety of services including infrastructure assessments and managed services. The division's services include virtual IT director, network administrator, help desk, technical support, PIMS administrator and E-rate support. These services allow school districts to augment their staffing so that educational dollars can be stretched.

### Technology Coordinators Role-Alike Meetings

**Contact:** Jon Amelio, 412-394-5710 • [jon.amelio@aiu3.net](mailto:jon.amelio@aiu3.net) • Twitter: @AIUCTO

**Cost:** No charge

The AIU holds monthly technology coordinator role-alike meetings that are designed to provide updates, best practices and a forum for discussion for both new and experienced school district technology administrators. A variety of topics are discussed including online learning, educational technologies, county-wide service networks and other technology initiatives.

## SAFETY AND SECURITY

### Emergency Management Role-Alike Meetings

**Contact:** Aaron Skrbín, 412-394-5933 • [aaron.skrbin@aiu3.net](mailto:aaron.skrbin@aiu3.net) • Twitter: @AIUSafetyandSecurity

**Cost:** No charge

The AIU hosts emergency management role-alike meetings for school safety directors and affiliated personnel to discuss topics impacting crisis and emergency management in schools.

### Safety and Security Initiatives

**Contact:** Aaron Skrbín, 412-394-5933 • [aaron.skrbin@aiu3.net](mailto:aaron.skrbin@aiu3.net) • Twitter: @AIUSafetyandSecurity

**Cost:** No charge

The AIU provides a variety of services to assist member districts with their safety and security initiatives. Services include the planning and execution of small and large scale school safety exercises, workshops on a variety of safety related topics, consultation on policies and procedures and support during a crisis. The AIU also serves the liaison between the Allegheny County Office of Emergency Services and member districts, and represents the interests of schools at the Allegheny County Emergency Operations Center.



# Family and Community Engagement

*At the AIU, we work collaboratively with a variety of groups and organizations. We partner with school districts, private businesses, government entities and non-profit organizations to bring services and resources to students, children and families throughout the region. Through this work, we impact communities and help families become strong.*

## ADULT EDUCATION AND FAMILY LITERACY

### Allegheny County Jail Workforce Development and GED Preparation Program

**Contact:** Joe Tokar, 412-350-2249 • joseph.tokar@aiu3.net

**Cost:** No charge

The Allegheny County Jail GED Preparation and Workforce Development Program provides literacy and adult basic education classes for inmates within the jail facilities. The program staff offers classes in GED preparation and testing, computer literacy and basic academic skills, as well as financial literacy and pre-apprenticeship test preparation.

### Pearson Vue Testing

**Contact:** Joe Tokar, 412-350-2249 • joseph.tokar@aiu3.net

**Website:** pearsonvue.com/test-taker.asp

**Cost:** No charge

The AIU is an official Pearson Vue testing center and offers the GED test and more than 125 different exams at an easy-to-access location at the AIU's Central Office in Homestead. Some of the certifications include: PA Department of Education certification exams, PA Notary Public exam, information technology (Comp TIA, Cisco Systems, Oracle, Microsoft, etc.), legal services, real estate and appraisers, construction trades (NEAT) UST and inspectors (NACE), employment, human resources, management and safety and many more.

### Workforce Development Program and GED Preparation

**Contact:** Joe Tokar, 412-350-2249 • joseph.tokar@aiu3.net

**Cost:** No charge

The AIU's GED Preparation and Workforce Development Program is designed to assist learners who wish to brush up on basic skills needed for new employment. The AIU's GED Program can also prepare adults to pass the GED test.

## ALTERNATIVE EDUCATION

### Community Schools East and West

**Contact:** Licia Lentz, 412-394-5804 • licia.lentz@aiu3.net

**Cost:** There is no tuition for students active with Allegheny County Juvenile Court or Children, Youth and Family Services.

**Non-Court-Adjudicated Student Tuition Rates:** Regular Education Students - Full Day/\$56 per day

Special Education Students - Full Day/\$72 per day

**Invoice Frequency:** Annually - may vary per student contract

The alternative education schools provide instruction, school counseling and advocacy for students in grades 7 to 12. All students must meet the Pennsylvania Department of Education's guidelines for Alternative Education of Disruptive Youth.

### Detention Education System

**Contact:** Licia Lentz, 412-394-5804 • licia.lentz@aiu3.net

**Cost:** No charge

The Detention Education System offers students an opportunity to continue their education pending their court disposition. Shuman Detention Center and the Allegheny County Jail provide space for educational programming for students up to 21 years of age.

### Focus On Attendance

**Contact:** Carlena Lemon, 412-918-9206 • carlena.lemon@alleghenycounty.us

**Cost:** No charge

The Focus On Attendance Program is a collaborative effort of the AIU, the Allegheny County Juvenile Court, the Department of Human Services of Allegheny County and local school districts. The emphasis of the program is to address truancy referrals for students in Allegheny County schools.

## CHILDREN AND YOUTH EXPERIENCING HOMELESSNESS

### Education for Children and Youth Experiencing Homelessness (ECYEH)

**Contact:** Nicole Anderson, 412-394-5894 • [nicole.anderson@aiu3.net](mailto:nicole.anderson@aiu3.net)

**Cost:** No charge

The Education for Children and Youth Experiencing Homelessness (ECYEH) program provides technical assistance, training and support to school districts in nine southwestern Pennsylvania counties related to the McKinney-Vento Act, Subtitle B. The ECYEH staff works with families and community agencies to facilitate enrollment and to remove barriers to education for children experiencing homelessness.

## EARLY CHILDHOOD EDUCATION

### DART (Preschool Early Intervention Services)

**Contact:** Susan Sams, Ph.D., 412-394-5816 • [susan.sams@aiu3.net](mailto:susan.sams@aiu3.net)

**Cost:** No charge (except for children who remain in early intervention an additional year)

**Invoice Frequency:** Annually

The purpose of the DART preschool early intervention program is to discover eligible young children, ages three through five, who have developmental delays and/or disabilities. The DART program provides in-depth evaluations to identify a child's individual strengths and needs and provides appropriate early intervention services in the least restrictive environment.

### Early Head Start

**Contact:** Shannon McGee, 412-394-5880 • [shannon.mcgee@aiu3.net](mailto:shannon.mcgee@aiu3.net)

**Cost:** No charge

Early Head Start is a childhood development program for infants, toddlers, pregnant women and their families. AIU staff works with families to promote children's development, help pregnant women access prenatal and postpartum care, support parents' efforts to fulfill their parental roles and assist families as they move forward toward self-sufficiency. Classes and home-based services are available.

### Head Start

**Contact:** Chris Rodgick, 412-394-5798 • [chris.rodgick@aiu3.net](mailto:chris.rodgick@aiu3.net)

**Cost:** No cost to eligible families

Head Start is a high-quality preschool program that is funded through federal and state funds and is offered at no cost to eligible participants. The goal of Head Start is to improve school readiness outcomes through a comprehensive services model for low-income families typically at 100 percent of the federal poverty level. Classroom and in-home service models are available throughout Allegheny County and generally operate on a school year calendar.

### Pre-K Counts

**Contact:** Amy Slenska, 412-394-5868 • [amy.slenska@aiu3.net](mailto:amy.slenska@aiu3.net)

**Cost:** No cost to eligible families

Pre-K Counts is a high-quality preschool program that is funded through state funds and is offered at no cost to eligible participants. The goal of Pre-K Counts is to improve school readiness outcomes for children who are between 100 percent and 300 percent of the federal poverty level. Classroom models are available in many communities throughout Allegheny County and generally operate on a school year calendar.

## FAMILY NEEDS AND SUPPORT

### Family Literacy Classes

**Contact:** Clara Folino, 412-281-4494 • [adulthood@aiu3.net](mailto:adulthood@aiu3.net)

**Cost:** No charge

Classes are offered in various locations in Allegheny County to serve both parents and children (8 years old or younger). The program is designed for families to learn together through classes of adult education (basic GED prep/literacy or English as a second language) and early childhood education.

### Family Support Centers

**Contact:** Lori Vollman, 412-394-5962 • [lorene.vollman@aiu3.net](mailto:lorene.vollman@aiu3.net)

**Cost:** No charge

Family support centers are community-based programs designed to provide families with resources. Families are given opportunities and experiences that enable them to become self-sufficient and nurturing parents. The AIU operates 11 family centers at community-based sites in Carnegie, Clairton, Duquesne, East Allegheny, Highlands, Lincoln Park, McKeesport, Steel Valley, Sto-Rox, Wilkinsburg and Hazelwood.

### Lincoln Park After-School Program

**Contact:** Lori Vollman, 412-394-5962 • [lorene.vollman@aiu3.net](mailto:lorene.vollman@aiu3.net)

**Cost:** No charge

The Lincoln Park After-School Program helps children, kindergarten through 6th grade, improve their academic achievement, social interactions, emotional development and school attendance. Children are transported to the Lincoln Park Family Center from their respective schools for sessions.

### Project ELECT

**Contact:** Lori Vollman, 412-394-5962 • [lorene.vollman@aiu3.net](mailto:lorene.vollman@aiu3.net)

**Cost:** No charge

Education Leading to Employment and Career Training (ELECT), also known as Project ELECT, works to assist pregnant and parenting teens continue their education and access support services. To be eligible, a teen must be pregnant or parenting, in high school or working toward their GED and not more than 21-years-old. Services provided through Project ELECT include: parenting information, teen parent groups and case management.

### Responsible Fatherhood Program

**Contact:** Larry Klinger, 412-394-5955 • [larry.klinger@aiu3.net](mailto:larry.klinger@aiu3.net)

**Cost:** No charge

The Responsible Fatherhood Program is designed to help fathers overcome parental and employment challenges. By providing the fathers with different opportunities and experiences, the program equips them with the skills needed to become more self-sufficient and nurturing. The program focuses on: economic self-sufficiency, healthy development of children and effective parenting.

# Professional Growth

*Today's educators are life-long learners. Whether it's deepening one's understanding of a particular topic, or mentoring the next generation of leaders, we are all continuously learning and growing. Since its inception, the AIU has been the go-to resource for all aspects of professional growth in the education field.*

## CONTINUING PROFESSIONAL EDUCATION (CPE)

### Advanced Placement Summer Institute (APSI)

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** \$1,000

**Invoice Frequency:** Pay upon registration

The AIU Advanced Placement Summer Institute (APSI) is an intensive four-day workshop for teachers of Advanced Placement courses in high school. Accredited by the College Board, the AIU APSI provides an opportunity for new and experienced teachers to revise and refresh the content, teaching strategies and syllabus of their course under the direction of College Board-approved expert consultants.

### Continuing Professional Education Credit Courses

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** \$399 (3-Credit Course)

**Invoice Frequency:** Pay upon registration

The Continuing Professional Education (CPE) department offers all certified K-12 educators a convenient and cost-effective way to earn graduate-level continuing education credits. The CPE program offers more than 30 online courses that help teachers meet their PDE Level II requirements, move up in district pay scales, acquire Act 48 hours or earn a Master's Equivalency Certificate.

### Educator Induction Program

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** \$225 per teacher

**Invoice Frequency:** Annually, in January

The AIU Continuing Education Department (CPE) offers a three-credit Educator Induction Program to educators throughout Pennsylvania. This cost-effective, convenient service meets one of the conditions necessary in converting teachers' certificates from Level I to Level II. In addition, the Educator Induction Program serves as a way to acclimate new teachers to the contemporary school system, requiring them to reflect upon and practice skills and concepts relevant to the 21st century classroom.

### Professional Education Reporting (Act 48)

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** Reporting fee of \$5.00 per record

**Invoice Frequency:** After event

Continuing Professional Education (CPE) is involved in monitoring and reporting all Act 48-eligible events. Assistance is provided to districts and other organizations on the development of plans, the content or context of professional development opportunities and the management of Act 48 records.

## EDUCATIONAL TECHNOLOGY AND INNOVATIVE PRACTICES

### Apple Education Professional Development

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

**Cost:** \$2,000 per day (team of two facilitators)

**Invoice Frequency:** Varies with contract, but typically after the event

The AIU's Apple Education Team provides customized professional development including effective pedagogical practices using Apple devices, iPad/Mac fundamentals, powerful advanced features and built-in and third-party educational learning resources. Contact us to discuss how we might help you transform classrooms in your district using devices you already have.

### **Book Review Project**

**Contact:** Amy Davis, 412-394-4193 • amy.davis@aiu3.net

**Cost:** No charge

Through the AIU, teachers and librarians can review text and storybooks. Educators can choose up to 10 books sent by the publishers to review. Teachers and librarians can keep the books they review. Please contact us to set up a time to choose books.

### **BrightBytes – Data Interpretation and Action Planning**

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

**Cost:** No charge

The AIU has a research partnership agreement with BrightBytes that allows every AIU district to use the data collection tool to gain insight on the impact of instructional technology on student achievement. As part of the support services, the AIU provides a review of the data collection results for administrative groups and other stakeholders. In addition, the AIU assists in the development of action plans related to areas targeted for growth that directly tie to district goals and initiatives.

### **Code.org Computer Science K-12 Curriculum**

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** Varies, some sessions free

As a Code.org Regional Partner, the AIU offers a range of resources for K-12 computer science instruction, including no-cost workshops for Code.org's CS Fundamentals (K-5), CS Discoveries (6-10) and CS Principles (9-12) curriculum, with the latter having an Advanced Placement option. Additionally, the AIU hosts computer science workshops designed for school administrators and counselors, and can hold strategic planning sessions around K-12 integration or computer science.

### **Computer Science - Apple Can Code Curriculum**

**Contact:** Brian Stamford, 412-394-5723 • brian.stamford@aiu3.net

Jana Baxter, 412-394-4602 • jana.baxter@aiu3.net

**Cost:** \$450 half day / \$900 full day

**Invoice Frequency:** After event

As a certified Apple Education trainer, the AIU offers professional development for Apple's Everyone Can Code curricula. This free resource provides engaging unplugged and online activities to help grade 3-8 students learn computational thinking and block-based programming.

### **Computer Science and Technology Teachers Network**

**Contact:** Jeremy Gabborin, 412-394-5705 • jeremy.gabborin@aiu3.net

**Cost:** No charge

The Computer Science and Technology Teachers Network provides support to districts and teachers in the areas of instructional strategies and the integration of Pennsylvania Academic Standards. It also assists in curriculum design as well as professional development in the computer science and technology disciplines. The Computer Science and Technology Teachers Network facilitates networking between computer and technology teachers and with regional, national and global institutions to advance the level of STEAM integration and computational thinking among all learners.

### **Emerging Instructional Technologies**

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

Jana Baxter, 412-394-4602 • jana.baxter@aiu3.net

**Cost:** \$450 half day / \$900 full day

**Invoice Frequency:** After event

The AIU's Teaching and Learning staff can assist school districts with a variety of emerging instructional technologies. Services include consultation during the exploration and planning phase as well as training during the implementation phase. Focus areas are 1:1 teaching and learning, web-based and app-based learning tools, and promoting the 4Cs (Communication, Collaboration, Critical Thinking and Creativity) through the use of instructional technology. The staff is fluent with multiple platforms, and certified to provide Apple, Google and Nearpod professional development for teachers.

## Google Certified Educator Training – Level 1 and Level 2

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

Jana Baxter, 412-394-4602 • jana.baxter@aiu3.net

**Cost:** \$125/person for member districts • \$150/person for non-member districts

**Invoice Frequency:** Invoice issued upon registration.

Google Certified Educator Level 1: This is a three-day session designed for educators who “know how to use Google tools in the classroom,” and this certification proves proficiency. Hands-on coaching will expose educators to a variety of Google tools so that they can successfully pass the Google Educator Level 1 certification. Google Certified Educator Level 2: This is a three-day session designed for educators who are super users and enthusiasts of Google tools in the classroom. Hands-on coaching will expose educators to a variety of Google tools to successfully pass the Google Educator Level 2 certification.

## Instructional Coaches Role-Alike Meetings

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

**Cost:** No charge

The AIU holds monthly instructional coaching workshops to provide information related to best practices and hands-on exercises to build coaching skills. Participants learn tools and techniques for effective academic coaching and engaging in collaborative problem solving with peers. The role-alike workshops are open to coaches who specialize in technology, literacy and math, as well as general instructional coaching.

## Integrating Open Educational Resources Across the Curriculum

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** No charge

The AIU provides coaching and guidance on transitioning to open educational resources through the Southwestern PA OER Network, a consortium of districts on the path towards replacing static textbooks with openly licensed educational resources. Professional development is also offered to individual districts outside of the network for awareness and implementation assistance. The AIU maintains relationships with the #GoOpen initiative as well as statewide repository creation initiatives.

## Integrating Technology into the Curriculum

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

**Cost:** No charge

The AIU provides individualized support for districts in effectively and appropriately integrating technology into curricula and classroom instruction. This can be a team approach when appropriate, involving curriculum specialists or other educational technology professionals with specific expertise to share.

## Media Coordinator Role-Alike Meetings

**Contact:** Jana Baxter, 412-394-4602 • jana.baxter@aiu3.net

**Cost:** No charge

The AIU holds quarterly media coordinator role-alike trainings for district media specialists/librarians. Information on technology integration in schools is presented and discussed.

## Online Learning Professional Development

**Contact:** Kevin Conner, 412-394-5760 • kevin.conner@aiu3.net

Jana Baxter, 412-394-4602 • jana.baxter@aiu3.net

**Cost:** \$450 half day / \$900 full day

**Invoice Frequency:** After event

The AIU's Teaching and Learning staff provides training focused on the creation of courses using a learning management system, such as Blackboard, Google Classroom, Schoology, Canvas and other systems used by districts. The focus will be either an asynchronous or a blended environment.

## LEADERSHIP DEVELOPMENT

### Leadership Seminars

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** No charge

The AIU hosts meetings with the Superintendents' Leadership Services Team, which develops and supports leadership development initiatives. The AIU co-plans and hosts an annual professional development program for superintendents on current national and regional educational topics, leadership development strategies and legislative updates.

### New and Aspiring Superintendent Support

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** \$175 Allegheny County Educators • \$200 Non-Allegheny County Educators

**Invoice Frequency:** Annually

The AIU offers support to new and aspiring superintendents through the Transitioning to the Superintendency program. The program is designed to ensure superintendents are provided a seamless transition into their new roles and are given the services and supports needed to be successful.

### PA Inspired Leadership Initiative

**Contact:** Dean Casello, 412-394-4637 • [dean.casello@aiu3.net](mailto:dean.casello@aiu3.net)

**Cost:** No charge

The Pennsylvania Inspired Leadership (PIL) Program is a statewide, standards-based continuing professional education program for school and system leaders. PIL provides Act 45 approved courses for administrators.

### School Board Seminars

**Contact:** Rosanne Javorsky, 412-394-5792 • [rosanne.javorsky@aiu3.net](mailto:rosanne.javorsky@aiu3.net)

**Cost:** No charge

The AIU provides PDE-approved Act 55 professional development for new and veteran school board directors addressing a range of topics and management-related issues.

## MATH AND SCIENCE COLLABORATIVE (MSC)

### Customized In-District Mathematics and Science Professional Development for Effective Classroom Practices, PreK-12

**Contact:** Michael Fierle, 412-394-4628 • [michael.fierle@aiu3.net](mailto:michael.fierle@aiu3.net)

**Cost:** Varies - Contact for more information

**Invoice Frequency:** Month following completion of service

The AIU's MSC will provide customized, in-district professional development including effective pedagogical practices to meet the rigor of the Pennsylvania Core Mathematics Standards and the Pennsylvania Academic Standards for Science, including the K-12 Science Framework (NGSS) and the Pennsylvania Core Literacy Standards in Science and Technical Subjects. Professional learning experiences range from content-specific, research-based courses and institutes in STEM content areas, developing teacher leadership, STEM PLCs/communities of practice and lesson study.

### Math Coach Network

**Contact:** Michael Fierle, 412-394-4628 • [michael.fierle@aiu3.net](mailto:michael.fierle@aiu3.net)

**Cost:** No charge

Mathematics instructional leaders convene to support effective mathematics learning and build mathematics leadership capacity. Regional math coaches share ideas, successes and challenges as they interact in this professional learning community. By collaborating with other math coaches, they help each other better understand how to work with district staff to increase student thinking and learning in mathematics.



## **Mathematics and Science Curriculum Auditing and Curriculum Alignment or Writing**

**Contact:** Michael Fierle, 412-394-4628 • michael.fierle@aiu3.net

**Cost:** Varies - Contact for more information.

**Invoice Frequency:** Month following completion of service

The AIU's MSC performs audits for mathematics and science curricula and produces a customized report summarizing strengths, weaknesses and recommendations. Additionally, AIU MSC supports districts in a customized curriculum writing process to align math and science curricula to academic standards and best practices.

## **MSC Math Educator Networks for K-12 Teachers**

**Contact:** Michael Fierle, 412-394-4628 • michael.fierle@aiu3.net

**Cost:** No charge

The grade-band educator networks bring together math teachers to learn from and with each other. Each network meets to explore and share successful strategies that actively engage students in the core content and practice standards featured at each grade level. Networks are based on research and standards, and are connected to the Pennsylvania Core mathematics standards.

## **MSC Mathematics Professional Learning Workshops and Institutes**

**Contact:** Michael Fierle, 412-394-4628 • michael.fierle@aiu3.net

**Cost:** Varies - Contact for more information.

The MSC offers a variety of mathematics workshops and institutes ranging from four days to 12 days. All courses and workshops target important mathematics content and effective teaching practices necessary to ensure all students learn mathematics with greater understanding. All courses and workshops are based on research and are connected to the Pennsylvania Core mathematics standards.

## **MSC Science Educator Networks for K-12 Teachers**

**Contact:** Michael Fierle, 412-394-4628 • michael.fierle@aiu3.net

**Cost:** No charge

The educator networks bring science teachers together to learn from and with each other by sharing successful strategies to actively engage students in the content and practice standards. Networks are based on research and standards and connected to the Pennsylvania Academic Standards for Science, including the Pennsylvania Core Literacy Standards in Science and Technical Subjects.

## **MSC Storytime STEM-Packs**

**Contact:** Michael Fierle, 412-394-4628 • michael.fierle@aiu3.net

**Cost:** Varies – Contact for more information.

**Invoice Frequency:** Pay upon order

Storytime STEM-packs™ provide an entry point for early computer science and STEM learning in PreK-2 classrooms, engaging young learners in STEM and computer science through themed Storytime STEM-packs and Storytime STEM +C™ Adventures. They enable educators to connect age-appropriate standards-based STEM and computer science concepts to children's literature with minimal preparation time. Each Storytime STEM-pack includes: a popular children's book; all the physical and print materials to facilitate engaging, hands-on STEM+C activities for 24 children; and facilitator guides that make connecting the story to the STEM+C activity easy.

## PA DEPARTMENT OF EDUCATION (PDE) INITIATIVES

### Career Readiness State Training Support Plan

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

Amy Davis, 412-394-4193 • amy.davis@aiu3.net

**Cost:** No charge

Pennsylvania's future depends on having a well-educated and skilled workforce prepared to meet the demands of a global, knowledge-based 21st century economy. To address this need, PDE has developed the Career Readiness State Training Support Plan. The goal of this plan is to provide educators with access to professional development training opportunities that deliver the methodologies needed to prepare students for postsecondary success. Training will provide LEAs and school teams the best practices to drive career readiness at the local school level around Career Education and Work curricular integration, Teacher in the Workplace, Stakeholder Engagement and technical/data systems support.

### Classroom Diagnostic Tools (CDT)

**Contact:** Michele Burgess, 412-394-4639 • michele.burgess@aiu3.net

**Cost:** No charge

Teaching and Learning staff provide training in the use of the Pennsylvania Classroom Diagnostic Tools (CDT), which is a set of online assessments, divided by content area, designed to provide diagnostic information in order to guide instruction and remediation. This service is free of charge and assists educators in improving the chances of academic success in their classrooms.

### Comprehensive Planning Process

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

**Cost:** No charge

The Comprehensive Planning Process fulfills the requirements of Chapter 4, Professional Education Plan, special education and Chapter 12 plans. Teaching and Learning staff are available to assist school and district administrators to use the "Comprehensive Planning Tool" to design and submit the required plans to the Pennsylvania Department of Education.

### Curriculum Director Role-Alike Meetings

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

**Cost:** No charge

District administrators responsible for curriculum, instruction and assessment meet on a monthly basis for information sharing, networking, problem solving and resource sharing.

### Educator Evaluation

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** No charge

Teaching and Learning staff provide training and support to school administrators in the state-mandated evaluation processes for principals, teachers and non-teaching professionals.

### Federal Programs Role-Alike Meetings

**Contact:** Kelly Noyes, Ed.D., 412-394-5926 • kelly.noyes@aiu3.net

**Cost:** \$60 materials fee per person

**Invoice Frequency:** Annually, in October

The Federal Programs Role-Alike Meetings are designed to guide both new and experienced federal program directors through the year-long process of planning, designing, implementing and evaluating federal programs at the district level. These sessions provide an opportunity for networking, problem solving, sharing of resources and focus on implementation of quality and compliant programs.

### Future Ready PA Index

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

**Cost:** No charge

Teaching and Learning staff provide assistance in the analysis of the Future Ready PA Index, which provides a holistic view of a school's effectiveness as part of ESSA, and offers a resource for LEAs to communicate and compare performance, as well as analyze performance indicators as related to achievement and growth, and encourage best practice.

### **PA Value-Added Assessment System (PVAAS)**

**Contact:** Michele Burgess, 412-394-4639 • michele.burgess@aiu3.net

**Cost:** No charge

Teaching and Learning staff trained in the Pennsylvania Value-Added Assessment System (PVAAS) provide support and technical assistance to districts in interpreting and understanding available PVAAS reports.

### **School Assessment Data Analysis**

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

**Cost:** No charge

Teaching and Learning staff provide assistance in the analysis of school assessment data, including PSSAs, Keystone, PVAAS and Act 82 Building-Level Score. Free assistance is available to aid in identifying strengths and needs, pinpointing root causes and supporting school improvement.

### **School Improvement Facilitation**

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** No charge

Services to support educational entities in need of improvement are provided to schools and districts by the AIU. Assistance in enhancing academic performance and growth that focuses on research-based methods embedded in the Cycle of Improvement is facilitated by Teaching and Learning professionals. These services include trainings and technical support to schools designated by the state as Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (A-TSI), and Targeted Support and Improvement (TSI).

### **Standards Aligned System Training**

**Contact:** Brian Stamford, 412-394-5923 • brian.stamford@aiu3.net

**Cost:** No charge

The Pennsylvania Standards Aligned System (SAS) is a comprehensive, research-based framework to improve student achievement. SAS identifies six elements that impact student achievement: standards, assessments, curriculum framework, instruction, materials and resources as well as safe and supportive schools. The SAS website provides useful resources aligned to each of these elements.

## **READING ACHIEVEMENT CENTER (RAC)**

### **Adolescent Literacy Institute**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

**Cost:** \$600 per participant for entire series

**Invoice Frequency:** After initial session

The Adolescent Literacy Institute is a series of workshops for middle and high school teachers that focus on research-based literacy practices that support students as they become college and career ready. Specifically aligned with brain research on how adolescents learn, this workshop series engages participants in the research behind and modeling of effective reading and writing instruction for the secondary grades.

### **Comprehension, Close Reading and Complex Text: Laying the Foundation K-2**

**Contact:** Lisa Yonek, Ed.D., 412-394-1370 • lisa.yonek@aiu3.net

**Cost:** \$400 per participant for entire series

**Invoice Frequency:** After initial session

Transitioning students to the demands of the PA Core Standards Standards is not a job just for teachers in the tested grades. This four-day series supports teachers in the primary grades in aligning their instructional practices to the Pennsylvania Core. Participants learn how to incorporate informational text, text-dependent questions, close reading, scaffolds for complex text, text annotation, rigorous tasks and academic vocabulary into their everyday practice.

## Customized Reading Support

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

Lisa Yonek, Ed.D., 412-394-1370 • lisa.yonek@aiu3.net

**Cost:** \$900 per day

**Invoice Frequency:** After the service is delivered

The Reading Achievement Center offers professional development that is focused on increasing student achievement. Professional development is customized to each school's unique needs and based on effective, research-based instructional practice to build rigorous literacy programs.

## ELA Symposium

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

**Cost:** No charge

The Reading Achievement Center provides two annual symposiums that focus on expert literacy practices aligned to the PA Core Standards standards along with samples of instruction that meet the standards' rigorous expectations.

## English Language Arts Auditing and Curriculum Alignment or Writing

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

Lisa Yonek, Ed.D., 412-394-1370 • lisa.yonek@aiu3.net

**Cost:** \$450 half day/\$900 per day

The AIU's RAC team performs audits for English Language Arts curricula and produces a customized report summarizing strengths, weaknesses and recommendations. Additionally, AIU RAC supports districts in a customized curriculum writing process to align ELA curricula to academic standards and best practices.

## K-3 Apprenticeship Model

**Contact:** Lisa Yonek, Ed.D., 412-394-1370 • lisa.yonek@aiu3.net

**Cost:** \$3,800 per participant for entire series

**Invoice Frequency:** Upon registration

The K-3 Apprenticeship Model is a unique professional development model that supports primary reading teachers with the knowledge, skills, best practices and on-site support in teaching all students to be skilled readers and writers. This professional development opportunity consists of initial intensive, comprehensive training in reading history, pedagogy, theory, research and proven instructional practice and monthly follow-up trainings to build breadth and depth of professional knowledge in the English Language Arts. Teachers meet for 12 sessions at the AIU and additional technical support takes place at each site.

## Keys to Comprehension

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

Lisa Yonek, Ed.D., 412-394-1370 • lisa.yonek@aiu3.net

**Cost:** \$600 per participant for entire series

**Invoice Frequency:** After initial session

This professional development series consists of four full days of training that focuses exclusively on the reading comprehension domain of literacy. Targeted for teachers in grades 3 to 7, the content is directly aligned with the PA Core Standards Standards and the state test expectations. Participants learn techniques to unlock reading comprehension, applicable to both literature and informational text.

## Keystone Exams in Literature

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

**Cost:** No charge

Teaching and Learning personnel support districts in their efforts to better understand the requirements of the Keystone Exams in Literature. Training can include selecting texts appropriate for Keystone Exam complexity, deconstructing the format of fiction and nonfiction test items, and designing instruction around the rigor required for the exam.

## **LETRS (Language Essentials for Teachers of Reading and Spelling) Professional Development**

**Contact:** Lisa Yonek, Ed.D., 412-394-1370 • [lisa.yonek@aiu3.net](mailto:lisa.yonek@aiu3.net)

**Cost:** Variable depending on edition and materials

**Invoice Frequency:** After initial session

LETRS professional development provides teachers with the skills they need to master the fundamentals of reading instruction — phonological awareness, phonics, fluency, vocabulary, comprehension, writing and language. Authored by literacy experts Dr. Louisa Moats and Dr. Carol Tolman. Regardless of what program teachers are using, LETRS will provide them with the knowledge to make informed decisions about what students need to become successful readers. The new Third Edition utilizes a blended learning approach to provide more flexibility and less time out of the classroom. Flexible scheduling options are available.

## **Literacy Design Collaborative (LDC)**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • [heather.moschetta@aiu3.net](mailto:heather.moschetta@aiu3.net)

Lisa Yonek, Ed.D., 412-394-1370 • [lisa.yonek@aiu3.net](mailto:lisa.yonek@aiu3.net)

**Cost:** \$450 half day/\$900 per day

**Invoice Frequency:** Month following completion of service

LDC equips teachers, instructional coaches and school leaders with tools and learning experiences that build rigorous intellectual experiences and opportunities for students. The AIU's RAC team guides teacher teams through LDC's backward design process and using the nationally vetted curriculum library, LDC CoreTools, to create literacy-based units in any content area.

## **PA Core Standards for English Language Arts (ELA)**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • [heather.moschetta@aiu3.net](mailto:heather.moschetta@aiu3.net)

Lisa Yonek, Ed.D., 412-394-1370 • [lisa.yonek@aiu3.net](mailto:lisa.yonek@aiu3.net)

**Cost:** No charge

Pennsylvania has transitioned to the PA Core Standards for instruction and assessment. Professional development is available to assist district staff in fully implementing the English Language Arts PA Core Standards Standards through aligning curriculum and making needed changes and refinements in instructional practices.

## **PA Institute for Instructional Coaching**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • [heather.moschetta@aiu3.net](mailto:heather.moschetta@aiu3.net)

**Cost:** No charge

The Pennsylvania Institute for Instructional Coaching (PIIC), a partnership of the Pennsylvania Department of Education and Pennsylvania Association of Intermediate Units, is a state-wide resource to support instructional coaching that helps teachers strengthen instructional practice, increase student engagement and improve student learning. See also Instructional Coaches Role-Alike Meetings on page 16.

## **Reading Achievement Center Resource Room**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • [heather.moschetta@aiu3.net](mailto:heather.moschetta@aiu3.net)

Lisa Yonek, Ed.D., 412-394-1370 • [lisa.yonek@aiu3.net](mailto:lisa.yonek@aiu3.net)

**Cost:** No charge

The Reading Achievement Center includes limited samples of effective commercial programs and other educator resources to supplement and enhance classroom instruction and out-of-school learning. Schools can view samples of several major programs before piloting or purchasing.

## **Reading Specialist Network**

**Contact:** Lisa Yonek, Ed.D., 412-294-1370 • [lisa.yonek@aiu3.net](mailto:lisa.yonek@aiu3.net)

**Cost:** No charge

This network provides reading specialists with a forum to meet, discuss and deepen their practice in working with struggling students and provides teachers with resources and valuable instructional strategies. Reading specialists meet four times during the year.

### **Supporting Teacher Growth with Common Core Shifts (Act 45 course)**

**Contact:** Lisa Yonek, Ed.D., 412-294-1370 • lisa.yonek@aiu3.net

**Cost:** \$300 per participant for entire series

**Invoice Frequency:** After initial session

The targeted audience for this course is school-based administrators who are seeking additional professional learning to support teacher practice in the area of literacy as it relates to the Common Core Shifts, specifically in the elementary grades K-3. The course focuses on building comprehension and analysis skills with primary students and complex text. The six-session course will provide administrators with a total of 41 Act 45 hours (21 in class hours, 20 hours of outside assignments).

### **Text Dependent Analysis: Effective Instructional Practices**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

**Cost:** \$600 per participant for entire series

**Invoice Frequency:** After initial session

This four-day series focuses on effective teaching practices to help students overcome some of the biggest struggles with the text dependent analysis (TDA) portion of the PSSA. Sessions focus on teaching students how to understand the prompt, read and write for analysis, determine the best evidence and craft the essay. All materials, along with sample student responses for modeling, are included.

### **Text Dependent Analysis Part 2 - Studying Student Work**

**Contact:** Lisa Yonek, Ed.D., 412-294-1370 • lisa.yonek@aiu3.net

**Cost:** \$450 per participant for entire series

**Invoice Frequency:** After initial session

This three day series is open to all teachers in grades 4-8 who have completed the first course, Text Dependent Analysis: Effective Instructional Practices. In this series, participants will deepen their understanding of the reading, thinking and writing processes necessary for TDA success, examining student work and use the TDA Learning Progressions to make instructional decisions. Prompts and other materials will be provided.

### **Thinking Through the Pencil**

**Contact:** Heather Moschetta, Ph.D., 412-394-4919 • heather.moschetta@aiu3.net

**Cost:** \$600 per participant for entire series

**Invoice Frequency:** After initial session

This four-day workshop series is designed to build students' critical thinking skills through writing. Designed for practical application in grades 4-8 ELA classrooms, topics include teaching academic form, increasing the frequency of writing opportunities, providing effective and timely feedback, incorporating writing into reading and incorporating grammar instruction into reading and writing.

## **SOCIAL STUDIES**

### **Historical Thinking in the Middle Grades**

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** \$200 per participant

This three-day series provides middle school history teachers with practical experiences in using, teaching and assessing historical thinking concepts. Utilizing primary and secondary sources, teachers will engage in inquiry-based techniques for the purpose of making history classes come alive for their students.

### **Social Studies Network**

**Contact:** Paul Cindric, Ed.D., 412-394-4940 • paul.cindric@aiu3.net

**Cost:** No charge

The Social Studies Network provides support to districts and teachers in the areas of instructional strategies, integration of PA Core Standards literacy standards and PA social studies content standards. Assistance is also provided in curriculum design as well as professional development in the social studies disciplines. In addition, a Social Studies Network series of professional development facilitates networking between social studies teachers and regional, national and global institutions to advance the level of civic engagement and historical thinking among all learners.



## TRAINING AND CONSULTATION (TAC)

### Acadience Training

**Contact:** Shelly Burr, Ed.D., 412-394-5781 • shelly.burr@aiu3.net

Kate Stuckey, 412-394-5846 • katherine.stuckey@aiu3.net

**Cost:** Materials fee may apply

**Invoice Frequency:** After event

Dynamic Measurement Group (DMG) has available a number of valuable assessment measures to support the use of data in making instructional decisions to improve student achievement. Trainings are available in Acadience Reading benchmark assessments, Acadience Deep diagnostic reading assessments, Acadience Math benchmark assessments and Acadience Data Interpretation.

### Assistive Technology

**Contact:** Kristen Tachoir, 412-394-1375 • kristen.tachoir@aiu3.net

**Cost:** No charge

Assistive technology services include: consulting with student teams; providing information needed for the trial or acquisition of devices; assisting teams in the selection, customization, application, retention or replacement of devices; aiding teams in the integration of assistive technology into instruction and coordinated therapies; and providing training and technical assistance. Training specific to accessibility features within Word and Google Chrome is also available to increase implementation of these tools to assist students in accessing the general education curriculum.

### Autism Support

**Contact:** Amanda Zimmer, 412-394-4624 • amanda.zimmer@aiu3.net

**Cost:** No charge

Professional development and technical assistance are provided to the AIU's member school districts and programs to address instructional strategies for students with autism spectrum disorder (ASD). From large trainings to school-based team meetings, AIU-TaC consultants present research-based approaches to promote success for students with ASD. In addition, individual student team consultations can be arranged.

### Co-Teaching

**Contact:** Laura Miller, 412-394-5831 • laura.miller@aiu3.net

Shelly Burr, Ed.D., 412-394-5781 • shelly.burr@aiu3.net

**Cost:** No charge

Professional development is provided to administrators and teachers to implement co-teaching in their classrooms. The series will provide teams of educators the background and skills necessary to begin to implement a co-teaching model. Participation in the series includes on-site customized support, sessions for implementation suggestions and problem-solving.

### Data Team Training

**Contact:** Shelly Burr, Ed.D., 412-394-5781 • shelly.burr@aiu3.net

Laura Miller, 412-394-5831 • laura.miller@aiu3.net

Kate Stuckey, 412-394-5846 • katherine.stuckey@aiu3.net

**Cost:** No charge

The use of data to support instructional decision-making is a core component of the Multi-Tiered System of Supports/Response to Instruction and Intervention framework (MTSS/RTII). Free professional development and technical assistance is provided to districts to build team capacity to analyze data and support student achievement.

### Diagnostic Assessment and Interventions

**Contact:** Shelly Burr, Ed.D., 412-394-781 • shelly.burr@aiu3.net

Laura Miller, 412-394-5831 • laura.miller@aiu3.net

Kate Stuckey, 412-394-5846 • katherine.stuckey@aiu3.net

**Cost:** No charge

Professional development and assistance are available in the areas of reading and mathematics.



## **Intensive Interagency Coordination**

**Contact:** Leanna Lawson, 412-394-5857 • leanna.lawson@aiu3.net

**Cost:** No charge

The interagency coordinator facilitates interagency problem-solving teams in the AIU's member school districts and charter schools to assist in the design and delivery of coordinated services to individual school-age children and their families. Intensive interagency coordination is critical when a student does not have an appropriate placement or is at risk of losing an educational placement.

## **Language Essentials for Teachers of Reading and Spelling (LETRS)**

**Contact:** Kate Stuckey, 412-394-5846 • katherine.stuckey@aiu3.net

**Cost:** Materials fee may apply

**Invoice Frequency:** Upon registration

Language Essentials for Teachers of Reading and Spelling (LETRS) is professional development for educators responsible for improving K-12 instruction in reading, writing and spelling.

## **Least Restrictive Environment/Inclusive Practices**

**Contact:** Leanna Lawson, 412-394-5857 • leanna.lawson@aiu3.net

**Cost:** No charge

Professional development and technical assistance are provided to support school districts in implementing the Least Restrictive Environment (LRE) of IDEA and related case law. The focus is on assisting teachers and administrators to ensure that all students gain access to grade level content standards. Training in the alternate eligible content for ELA, math, science and writing is also available.

## **Multi-Sensory Approach to Teaching Mathematics**

**Contact:** Shelly Burr, Ed.D., 412-394-5781 • shelly.burr@aiu3.net

**Cost:** No charge

The purpose of teaching through a concrete-to-representational-to-abstract sequence (CRA) of instruction is to ensure students truly have a thorough understanding of the math concepts/skills they are learning. CRA training is available for early numeracy, addition/subtraction, multiplication/division, fractions and integers/expressions.

## **Multi-Tiered System of Supports (MTSS)/ Response to Instruction and Intervention (RTII)**

**Contact:** Laura Miller, 412-394-5831 • laura.miller@aiu3.net

Kate Stuckey, 412-394-5846 • katherine.stuckey@aiu3.net

Shelly Burr, Ed.D., 412-394-5781 • shelly.burr@aiu3.net

**Cost:** No charge

Professional development and technical assistance are provided to districts implementing a Multi-Tiered System of Supports/ Response to Instruction and Intervention framework. MTSS/RTII supports the use of data to determine how students respond to curricular and instructional procedures.

## **Multi-Tiered System of Supports for Behavior (MTSS)/School Wide Positive Behavior Interventions and Support (SWPBIS)**

**Contact:** Crystal Vogtsberger, 412-394-3475 • crystal.vogtsberger@aiu3.net

Shanna Bradfield, 412-394-5702 • shanna.bradfield@aiu3.net

Christina Frazier, 412-394-5828 • christina.frazier@aiu3.net

**Cost:** No charge

Professional development and ongoing technical assistance is provided to support implementation of School Wide Positive Behavior Interventions Support (SWPBIS) at both the Universal and Advanced Tiers. Tier 1 implementation includes school wide, non-classroom and classroom settings. Advanced Tiers/Tiers 2 and 3 address data, systems and interventions such as CICO, Check and Connect and RENEW (Rehabilitation for Empowerment, Natural Supports, Education and Work).

## Positive Behavior Supports

**Contact:** Crystal Vogtsberger, 412-394-3475 • [crystal.vogtsberger@aiu3.net](mailto:crystal.vogtsberger@aiu3.net)  
Shanna Bradfield, 412-394-5702 • [shanna.bradfield@aiu3.net](mailto:shanna.bradfield@aiu3.net)

**Cost:** No charge

Professional development and technical assistance is provided in the areas of individual student consultations, functional behavior assessments, positive behavior support plans, classroom management consultations/training, effective interventions for “tough kids” and trauma informed practices.

## Secondary Transition Services

**Contact:** Erin Grimm, Ed.D., 412-394-4952 • [erin.grimm@aiu3.net](mailto:erin.grimm@aiu3.net)

**Cost:** No charge

Training and Consultation staff provide professional development and support in all aspects of transition services as required by the Pennsylvania Department of Education, Bureau of Special Education. Session topics include, but are not limited to, post-secondary program resources, options and community supports, pre-employment transition services, OVR eligibility, transition law, policy, self-determination, advocacy and RENEW (Rehabilitation for Empowerment, Natural Supports, Education and Work).

## Supporting Literacy and Mathematics Development

**Contact:** Shelly Burr, Ed.D., 412-394-5781 • [shelly.burr@aiu3.net](mailto:shelly.burr@aiu3.net)  
Kate Stuckey, 412-394-5846 • [katherine.stuckey@aiu3.net](mailto:katherine.stuckey@aiu3.net)

**Cost:** No charge

Professional development is provided to educators to further develop their foundational knowledge of how students attain skills in numeracy and literacy. Specific strategies are provided to support students who may be struggling.

## transformED

### CMU CS Academy

**Contact:** Tyler Samstag, 412-394-5829 • [tyler.samstag@aiu3.net](mailto:tyler.samstag@aiu3.net)

**Cost:** No charge for AIU-based workshops

Carnegie Mellon University's CS Academy is a novel, world-class, online, interactive high school computer science curriculum that is entirely free. The AIU offers two-day workshops to familiarize secondary teachers to CS Academy's curriculum and prepare them to teach computer science in an engaging and accessible manner. Topics include empowering student creativity, building a CS pipeline and differentiating instruction for students with exceptionalities. Free workshops are hosted each year through transformED or can be tailored to the needs of specific districts.

## Educator Workshops

**Contact:** Tyler Samstag, 412-394-5829 • [tyler.samstag@aiu3.net](mailto:tyler.samstag@aiu3.net)

**Cost:** No charge

Educator Workshops are radically relevant professional learning experiences for educators in western Pennsylvania. transformED educator workshops emphasize hands-on practice with new ideas, skills and tools, together with peer-to-peer support that helps teachers return to their classroom confident and ready to inspire and support their students. Workshops focus on a variety of topics that include robotics, virtual and augmented reality, digital citizenship, game design and physical computing.

## Human-Centered Design Consultation

**Contact:** Tyler Samstag, 412-394-5829 • [tyler.samstag@aiu3.net](mailto:tyler.samstag@aiu3.net)

**Cost:** \$450 half day / \$900 full day

Human-centered design is an iterative approach to problem solving that intentionally seeks out people with different perspectives, knowledge, skills and experience and has them work together to create a practical solution for a real-world problem. To support districts in developing human-centered solutions to school-based challenges and problems, transformED offers tailored consultation in human-centered design. Facilitators will support district teams in framing challenges, seeking input from diverse stakeholders, and brainstorming and prototyping innovative, out-of-the-box solutions.

## School Retool Fellowship for School Leaders

**Contact:** Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** \$1,000

In collaboration with the Stanford d.school, transformED offers School Retool, a professional development fellowship that helps school leaders redesign school culture using small, scrappy experiments called “hacks.” Hacks may start small, but they’re built on research-based practices that lead to deeper learning, and can create the big change you aspire to—namely, preparing students for life in the real world.

## STEAM and Learning Innovation

**Contact:** Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** \$450 half day / \$900 full day

In an effort to infuse science, technology, engineering, the arts and mathematics (STEAM) and learning innovation into school districts’ curricula, the transformED team members are available for consulting on strategic plans, curriculum design, technology integration, human-centered design and project-based learning.

## STEAM Catalyst Grants

**Contact:** Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** No Charge

STEAM Catalyst Grants provide startup capital to help educators in western Pennsylvania spark innovation in public schools. transformED offers Catalyst Grants ranging from \$10,000 to \$20,000. Schools use Catalyst Grants to purchase new technology, redesign learning spaces and develop programs that drive creative and equitable approaches to cross-disciplinary learning.

## STEAM Lending Library

**Contact:** Jana Baxter, 412-394-4602 • jana.baxter@aiu3.net

Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** No charge

The Pittsburgh Penguins Foundation STEAM Lending Library allows educators to put the latest education technology to the test in their classroom, free of charge. Supported by free training, teachers borrow equipment to find out what works best for their students. For schools, the lending library is a way to infuse more technology than budgets allow, or simply to “try before you buy.” Equipment includes robotics kits like the Hummingbird and Finch, computational thinking tools like Bee-Bots and Robot Turtles and exploratory tools like Speck air monitors and Arduino boards.

## STEAM Teacher and Coordinator Role-Alike Meetings

**Contact:** Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net

**Cost:** No charge

This role-alike group is designed for regional STEM/STEAM teachers and coordinators to network, share content and build skills. Some network with other educators to learn how they are integrating STEAM, maker education and coding in their curriculum.

## transformED

**Contact:** Tyler Samstag, 412-394-5829 • tyler.samstag@aiu3.net • Twitter: @transformED\_aiu

**Cost:** No charge

transformED connects educators with the professional learning, technology access, peer networks and grant funding they need to start, scale and sustain transformational change. By staying ahead of the curve, transformED helps districts prepare for changes coming their way and make a plan to integrate new instructional practices and technologies. By meeting educators where they are, transformED offers many points of entry to the broader movement for innovation in education.

## WATERFRONT LEARNING

### Customized Professional Development

**Contact:** Jennifer Beagan, 412-394-4996 • jennifer.beagan@aiu3.net

**Cost:** \$450 half day / \$900 full day - customized based on level and scope of services

**Invoice Frequency:** Once the service has been completed

Customized professional development is available on a variety of topics related to online, blended and hybrid learning. Topic examples include student data security and integration, hybrid design, leading by design and teacher 2.0 – becoming an innovative online instructor (beginner, intermediate, advanced).

### Data Security and Integration

**Contact:** Jennifer Beagan, 412-394-4996 • jennifer.beagan@aiu3.net

**Cost:** \$450 half day / \$900 full day

**Invoice Frequency:** Once the service has been completed

Creating online experiences for students while maintaining safety and security can be difficult. Schools must collaborate with vendors to keep student online access, safety and security a top priority. These sessions tackle requirements for the maintenance of student information safety when working in online environments. Participants will review sample language and accountability measures for use in vendor contracts and third party agreements. Participants will discover how data is being used by the educational entity and how to safeguard information in a digital world.

### Hybrid Learning Instructional Design Plan

**Contact:** Jennifer Beagan, 412-394-4996 • jennifer.beagan@aiu3.net

**Cost:** Varies based on level of service. Contact for more information.

**Invoice Frequency:** Once the service has been completed

Hybrid learning consultation, technology utilization, data collection and analyses, along with comprehensive support services, are available to districts. An initial consultation is free, followed by tiered costs based on need and the results of implementation planning.

## Special Education Services

*For almost 50 years, the AIU has offered variety of unique, child-focused special education services for students with special needs. Our caring staff of highly-qualified teachers and therapists foster students' success by tailoring services to meet each student's individualized needs. We serve students ages 5 to 21 years old with a variety of multiple and complex needs.*

## ADMINISTRATIVE SUPPORT

### Extended School Year

**Contact:** Brian Welles, 412-394-5732 • brian.welles@aiu3.net

**Cost:** \$2,500 per summer for each student attending the AIU schools. An additional \$2,600 per summer for each student w/PCA. See related services section of this guide for ESY pricing.

**Invoice Frequency:** Annually, once the service has been completed

The AIU's Special Education and Pupil Services Division provides and coordinates Extended School Year (ESY) programs in the three special education schools — Mon Valley, Sunrise and Pathfinder schools. The division also provides speech/language, OT/PT, hearing, vision and educational interpreting services for the Allegheny County districts, charter schools, non-public schools and those outside of the Allegheny County catchment area when requested.

### Local Task Force

**Contact:** James Palmiero, 412-394-5956 • james.palmiero@aiu3.net

Brian Welles, 412-394-5732 • brian.welles@aiu3.net

**Cost:** No charge

The Local Task Force is an advocacy group mandated by the PARC Consent Agreement (1972). The group partners with parents and educators to facilitate free and appropriate education for children of all abilities. The Local Task Force meets on the first Wednesday of each month, excluding July, at 6:30 pm at the AIU's Central Office.

### **New Special Education Liaison Role-Alike Meetings**

**Contact:** Brian Welles, 412-394-5732 • brian.welles@aiu3.net

**Cost:** No charge

The AIU holds meetings for new special education directors. These mentoring meetings have targeted special education topics and more in-depth information and discussions for new directors.

### **Special Education Liaison Role-Alike Meetings**

**Contact:** James Palmiero, 412-394-5956 • james.palmiero@aiu3.net

**Cost:** No charge

The AIU holds regular special education liaison role-alike meetings for district administrators. Information on relevant topics impacting special education is presented and discussed.

### **Supervisor Services**

**Contact:** James Palmiero, 412-394-5956 • james.palmiero@aiu3.net

Brian Welles, 412-394-5732 • brian.welles@aiu3.net

**Cost:** \$28,500 for one day per week for 42 weeks or \$678.57 per day

**Invoice Frequency:** Annually, once the service has been completed.

The AIU's supervisor services include supervision of experienced, certificated and highly-qualified professional staff (including teachers and clinicians) and experienced paraprofessional staff.

### **Transition Consultants**

**Contact:** James Palmiero, 412-394-5956 • james.palmiero@aiu3.net

Brian Welles, 412-394-5732 • brian.welles@aiu3.net

**Cost:** \$31,000 for one day a week for a total of 35 weeks or \$885.71 per day

**Invoice Frequency:** Annually, once the service has been completed.

Transition consultants provide coordinated transition services for youth with special needs, ages 14-21 years old, with the objective of helping students realize their post-secondary outcomes for further education, employment and independent living within the community.

### **Travel Services**

**Contact:** Brian Welles, 412-394-5732 • brian.welles@aiu3.net

Glenn Michael Beigay, 412-394-5743 • glenn.beigay@aiu3.net

**Cost:** \$125 per hour

**Invoice Frequency:** Monthly

Travel instruction is individualized instruction that teaches students with disabilities (other than blindness or visual impairment) the skills necessary to travel safely and efficiently within their home, school, place of employment and community.

## **PRESCHOOL EARLY INTERVENTION SERVICES**

### **DART**

See page 12 for contact, pricing and invoice frequency information.

The purpose of the DART preschool early intervention program is to discover eligible young children, ages three through five, who have developmental delays and/or disabilities. The DART program provides in-depth evaluations to identify a child's individual strengths and needs and provides appropriate early intervention services in the least restrictive environment.

## **PUPIL SERVICES**

### **Board Certified Behavior Analyst (BCBA)**

**Contact:** Brian Welles, 412-394-5732 • brian.welles@aiu3.net

**Cost:** \$595 per day or \$85 per hour

**Invoice Frequency:** Monthly

Board Certified Behavior Analysts provide direct services including observations and interviews resulting in the development of Functional Behavioral Assessments (FBA) and Positive Behavior Support Plans (PBSP). The services include related consultation and education of staff with ongoing maintenance of plans as needed. As outlined by the Behavioral Analyst Certification Board (BACB) requirements, AIU BCBA's can also provide regular supervision for district based RBT staff.

### **Bullying Prevention Program**

**Contact:** Brian Welles, 412-394-5732 • [brian.welles@aiu3.net](mailto:brian.welles@aiu3.net)

**Cost:** \$800 per day – two trainers provided

**Invoice Frequency:** Monthly

The AIU is available to train district staff in the Olweus Bullying Prevention Program, which is a research-based, comprehensive approach to address bullying behavior. The program is focused on long-term change that creates a safe and positive school climate. It is designed and evaluated for use in elementary, middle, junior high and high schools.

### **Crisis Response Team**

**Contact:** Brian Welles, 412-877-9682 • [brian.welles@aiu3.net](mailto:brian.welles@aiu3.net)

**Cost:** No cost

Licensed social workers and certified school psychologists who have training and experience in grief counseling provide short term support and resources for districts who experience the tragic loss of a student, staff or community member. Based on district need, the licensed social workers and certified school psychologists can provide support for other mental health providers who work within a district or lead the process. In addition, the department has resources including letter templates for administrators to use for clear and thoughtful communication with the families and community members. This service is available to any school or district within Allegheny County.

### **Professional Development Services – BrainSTEPS**

**Contact:** Jamie Moder, 412-394-5822 • [jamie.moder@aiu3.net](mailto:jamie.moder@aiu3.net)

**Cost:** No charge

BrainSTEPS consultation provides training and technical assistance in the area of brain injury to the AIU's member school districts.

### **Psychological Services**

**Contact:** Brian Welles, 412-394-5732 • [brian.welles@aiu3.net](mailto:brian.welles@aiu3.net)

**Cost:** \$625 per day or \$114 per hour

**Invoice Frequency:** Monthly

Pennsylvania certified school psychologists provide psychological assessments and evaluations related to ability, achievement and emotional status for students ages 3 to 21 years old. Psychologists also provide functional behavioral assessments, counseling services and crisis intervention.

### **Social Work Services**

**Contact:** Brian Welles, 412-394-5732 • [brian.welles@aiu3.net](mailto:brian.welles@aiu3.net)

**Cost:** \$625 per day or \$114 per hour

**Invoice Frequency:** Monthly

Pennsylvania licensed social workers act as a link among school, home and community resources. In addition, social workers specialize in educational group work with students on topics such as grief, social skills, anger management and problem solving.

### **Suicide Prevention Training**

**Contact:** Brian Welles, 412-394-5732 • [brian.welles@aiu3.net](mailto:brian.welles@aiu3.net)

**Cost:** \$800 per day – two trainers provided

**Invoice Frequency:** Monthly, once the service has been completed

The AIU's suicide prevention training is designed to help reduce suicide risks in students and increase their help-seeking behaviors. The training educates students in grades 6 to 12 in recognizing the signs and symptoms of depression and other higher-risk mental illnesses. It equips school faculty to better identify at-risk teens and support help-seeking solutions. The training utilizes the American Foundation for Suicide Prevention's More Than Sad model.

### **Threat Assessment**

**Contact:** Brian Welles, 412-394-5732 • [brian.welles@aiu3.net](mailto:brian.welles@aiu3.net)

**Cost:** \$114 per hour

Licensed social workers and certified school psychologists provide observations, interviews and assessments aligned with the School-Based Threat Assessment Toolkit (Erbacher and Brendle, December 2018). Upon completion of the protocol, the district is provided with a written report of the findings including recommended actions for the district to consider.

## SPECIAL EDUCATION SCHOOLS

For those students whose educational needs are more complex, the AIU offers three schools for exceptional children. Our schools are dedicated to providing a safe and secure, yet challenging environment that facilitates the development of critical skills and the academic, social, behavioral, emotional and vocational development that supports successful school to adult life transitions.

**Contact:** James Palmiero, 412-394-5956 • james.palmiero@aiu3.net

**Invoice Frequency:** In accordance with Section 6 of the AIU Services Agreement

### Mon Valley School

Contact:

Richard Dowell, 412-469-2551

richard.dowell@aiu3.net

### The Pathfinder School

Contact:

Nick Fratto, 412-833-2777

nick.fratto@aiu3.net

### Sunrise School

Contact:

Lucy McDonough, 724-325-1132

lucy.mcdonough@aiu3.net

2020-2021 SPECIAL EDUCATION SCHOOL SERVICES PRICING		
Mon Valley School	\$ Annual	\$ Per Day Equivalent
Autistic Support (Tuition)	42,951	239/day
Emotional Support (Tuition)	42,951	239/day
Life Skills Support (Tuition)	40,044	223/day
Physical Support (Tuition)	54,149	301/day
Personal Care Assistant	30,182	168/day
Vocational Program	7,500	42/day
Pathfinder School	\$ Annual	\$ Per Day Equivalent
Autistic Support (Tuition)	59,062	328/day
Multi-Disabilities Support (Tuition)	59,062	328/day
Life Skills Support (Tuition)	59,062	328/day
Personal Care Assistant	30,182	168/day
PRIDE Program (Tuition)	30,850	172/day
Vocational Program	6,458	36/day
Sunrise School	\$ Annual	\$ Per Day Equivalent
Autistic Support (Tuition)	50,068	278/day
Learning Support (Tuition)	38,248	213/day
Multi-Disabilities Support (Tuition)	53,956	300/day
Life Skills Support (Tuition)	38,893	216/day
Personal Care Assistant	30,182	168/day
PRIDE Program (Tuition)	38,893	216/day
Vocational Program	6,458	36/day

*Districts will be charged full classroom tuition for students enrolled in the AIU school-based program. Costs for related services are additional and will continue to be charged at the current pricing.*



### **Autistic Support**

See page 31 for contact, pricing and invoice frequency information.

The AIU's school-based autistic support services provide specially designed instruction to students who need a program that is highly structured with a special emphasis on communication and behavior. The program focuses on a strong speech and language component, which encourages the development of independence and self-sufficiency in the areas of community-based instruction skills, functional skills, vocational skills and leisure and social skills.

### **Emotional Support**

See page 31 for contact, pricing and invoice frequency information.

The AIU's school-based emotional support services provide a structured behaviorally and emotionally enhanced approach to students who demonstrate a pattern of behaviors that may include poor attendance, aggression toward others, withdrawal, poor peer/adult relationships and who may have court involvement. Some students may have diagnosed emotional disorders that need to be supported through coping strategies and self-monitoring. The primary goal of the program is to teach students the appropriate behaviors necessary to return to their home school.

### **Learning Support**

See page 31 for contact, pricing and invoice frequency information.

The AIU's school-based learning support services provide standards-based, specially designed instruction to students who require modifications and adaptations to the general education curriculum. Additionally, students are provided support in learning, behavioral and social skills.

### **Life Skills Support**

See page 31 for contact, pricing and invoice frequency information.

The AIU's school-based life skills support services provide standard-aligned specially designed instruction to students who require significant modifications and adaptations to the general education curriculum. Additionally, students are provided support in learning, behavioral and social skills.

### **Multi-Disabilities Support**

See page 31 for contact, pricing and invoice frequency information.

The AIU's school-based multi-disabilities support services provide specially designed instruction to students who have two or more disabilities that may include complex medical needs requiring the integration of related services, such as OT/PT, vision, hearing, etc. Students may also require support in the development of their personal and social skills.

### **Physical Support**

See page 31 for contact, pricing and invoice frequency information.

The AIU's school-based physical support services provide specially designed instruction for students who have severe physical/intellectual disabilities such that program modifications are needed to meet physical and cognitive needs while promoting competence and independence.

### **PRIDE Program**

See page 31 for contact, pricing and invoice frequency information.

PRIDE is a vocational oriented transition program for students ages 18 to 21 with mild to moderate special needs. PRIDE focuses on Personal maintenance, Recreation and leisure opportunities, Independence in the community, Domestic living skills and Employment and training opportunities. The program provides an intense training experience through community based opportunities.

### **Vocational Programs**

See page 31 for contact, pricing and invoice frequency information.

The AIU offers comprehensive pre-vocational and vocational programs where students are taught pre-vocational skills. Through instruction, these skills grow into specific employment skills across a wide variety of settings including experiences within our schools' well-equipped mechanical and industrial workshops that simulate real work environments. The AIU also provides training and community work-based educational experiences through partnerships with local businesses.

## SPECIAL EDUCATION SUPPORT SERVICES

### Blind/Visually Impaired Support Program

**Contact:** Jeanine Esch, 412-394-4538 • jeanine.esch@aiu3.net

**Cost:** Itinerant Fee: \$135,000 for 180 days or \$750.00 per day

**Invoice Frequency:** In accordance with Section 6 of the AIU Services Agreement

The Blind/Visually Impaired Support Program (BVISP) provides specially designed instruction to students whose visual impairment adversely affects their educational performance. Teachers of the visually impaired provide instruction in the Expanded Core Curriculum, including orientation and mobility, social interaction skills, independent living skills, recreation and leisure skills, career education, use of assistive technology, sensory efficiency skills and self-determination.

### DEAF/HARD OF HEARING

#### Audiology

**Contact:** Jeanine Esch, 412-394-4538 • jeanine.esch@aiu3.net

Jennifer Pirring, 412-394-4630 • jennifer.pirring@aiu3.net

**Cost:** Districts in Allegheny County or receiving services in Allegheny County – These services are funded by Component III of the IDEIA budget. Districts out of Allegheny County and receiving services out of Allegheny County – \$150 per hour.

**Invoice Frequency:** Monthly

Licensed educational audiologists provide consultation and recommendations for educational accommodations to maximize auditory access for students in the classroom. These professionals provide educationally relevant assessments of student auditory functioning, hearing and listening levels. In addition, they evaluate, fit and monitor school-provided individual assistive listening technology as prescribed by Pennsylvania State Licensure in Audiology.

#### Communication Access Services for Students with Hearing Loss

**Contact:** Jennifer Pirring, 412-394-4630 • jennifer.pirring@aiu3.net

**Cost:** Districts in Allegheny County or receiving services in Allegheny County – \$82.50 per hour or \$74,000 full tuition.

Interpreters – \$82.50 per hour or \$74,000 full tuition. Districts out of Allegheny County and receiving services out of Allegheny County – \$81,400. Interpreters – \$90.50 per hour or \$81,400 full tuition. Invoicing will be based on full-time equivalent staff allocation.

**Invoice Frequency:** Monthly

Communication Access Services for students who are deaf or hard of hearing are available to school districts in Allegheny County. These services include educational sign language interpreters, communication support specialists, oral transliterators, captionists and notetakers. Qualified service providers offer access to the educational curriculum and environment unique to the student's primary mode of communication (sign language, speechreading or print). State-registered interpreters are also available on an hourly basis for adults who are deaf or hard of hearing so that they can participate in district meetings and events in compliance with ADA regulations and Pennsylvania Act 57.

#### Deaf/Hard of Hearing Support Program

**Contact:** Jeanine Esch, 412-394-4538 • jeanine.esch@aiu3.net

Jennifer Pirring, 412-394-4630 • jennifer.pirring@aiu3.net

**Cost:** Itinerant Fee - \$135,000 for 180 days or \$750 per day. For students not enrolled in the program, \$150 per hour for services

**Invoice Frequency:** In accordance with Section 6 of the AIU Services Agreement

The Deaf/Hard of Hearing Support Program provides specially designed instruction to students who exhibit a mild to profound hearing loss that interferes with the development of language and communication and impacts their ability to achieve educational potential. Certified teachers of the deaf/hard of hearing provide instruction and support for students in developing auditory, language, speech reading, literacy and self-advocacy skills as well as academic support in an inclusive educational program. The goal of this program is to effectively educate students with hearing loss, to the greatest extent possible, in regular education environments.

## OCCUPATIONAL THERAPY/PHYSICAL THERAPY (OT/PT) SERVICES

### Occupational Therapy

**Contact:** Holly McElhinny, 412-394-5503 • holly.mcelhinny@aiu3.net

**Cost:** Districts in Allegheny County or receiving services in Allegheny County – \$63.50 per hour for an occupational therapist services and \$54 per hour for a certified occupational therapy assistant services.

**Invoice Frequency:** Monthly - Invoicing will be based on actual recorded direct and indirect services rendered.

Occupational therapists and assistants are part of the educational team within the school setting. Therapists work with students to develop their fine-motor, visual-motor and sensory processing skills through direct intervention and collaboration with school personnel and by recommending strategies and modifications within the school environment.

### Physical Therapy

**Contact:** Holly McElhinny, 412-394-5503 • holly.mcelhinny@aiu3.net

**Cost:** Districts in Allegheny County or receiving services in Allegheny County – \$66.75 per hour for physical therapy services and \$54 per hour for physical therapy assistant services.

**Invoice Frequency:** Monthly - Invoicing will be based on actual recorded direct and indirect services rendered.

Physical therapists and assistants are part of the educational team within the school setting. Therapists work with students to develop their gross-motor skills, mobility and physical accessibility through direct intervention and collaboration with school personnel. Physical therapists also recommend strategies and modifications within the school environment.

### Supervision and Consultation

**Contact:** Holly McElhinny, 412-394-5503 • holly.mcelhinny@aiu3.net

Mary Grassi, 412-394-5479 • mary.grassi@aiu3.net

**Cost:** Free for districts using AIU OT/PT Services or \$110 per hour

**Invoice Frequency:** Monthly

The AIU's director and supervisor of occupational and physical therapy services provide support and oversight of AIU therapists delivering the related services within the school setting. Additional services include expert consultation, administrative support, assessments and recommendations regarding potential legal issues.

## SPEECH/LANGUAGE IMPAIRED SUPPORT

### Auditory Processing Disorders (APD) Evaluation Team

**Contact:** Eileen Cirelli, 412-394-5823 • eileen.cirelli@aiu3.net

**Cost:** \$110 per hour

**Invoice Frequency:** Monthly, once services have been completed.

Auditory processing is the ability to accurately recognize and interpret the spoken word or auditory signal and demonstrate comprehension by providing an appropriate and timely response. The APD Evaluation Team's assessment includes an evaluation of records, testing, student observations, a parent interview and a speech and language evaluation. The outcomes of the assessment can be, but are not limited to, adaptations to the educational environment and consultation services to the team.

### Diagnostic Consultation

**Contact:** Heidy Frycke, 412-394-5826 • heidy.frycke@aiu3.net

**Cost:** No charge if contracted with AIU for Speech/Language services. \$110 per hour for students not enrolled in the program

**Invoice Frequency:** Monthly, once services have been completed.

Speech and language diagnosticians are available to provide assessments for students with speech and language impairments when an evaluation independent of the school district is requested. The diagnosticians can also be requested by school districts to offer second opinions on difficult cases.

### Feeding and Swallowing Technical Support Team

**Contact:** Heidy Frycke, 412-394-5826 • heidy.frycke@aiu3.net

**Cost:** \$110 per hour

**Invoice Frequency:** Once services have been completed.

When children are unable to eat due to physical or behavioral conditions, serious health problems can result. The Feeding and Swallowing Team can provide trainings, treatment and consultative services for students K-21 years of age throughout Allegheny County.

### **Primary Expressions K-1 Classrooms**

**Contact:** Eileen Cirelli, 412-394-5823 • eileen.cirelli@aiu3.net  
Heidy Frycke, 412-394-5826 • heidy.frycke@aiu3.net

**Cost:** \$34,766 for 180 days or \$193.14 per day

**Invoice Frequency:** In accordance with Section 6 of the AIU Services Agreement

The Primary Expressions K-1 classrooms provide language-intensive services to students with a primary diagnosis of speech/language impairment. The classrooms are small instructional settings led by a certified elementary education teacher who is also dually certified as a Speech/Language Pathologist (SLP) and supported by a full-time paraprofessional to assist in the classroom. In addition, an itinerant SLP provides intensive individual pull-out, small group and push-in classroom speech therapy as needed. Students who attend these settings participate in the regular education curriculum of the host school and are integrated into school activities. Related services are available as needed.

### **Speech/Language Impaired Support Program**

**Contact:** Eileen Cirelli, 412-394-5823 • eileen.cirelli@aiu3.net  
Heidy Frycke, 412-394-5826 • heidy.frycke@aiu3.net

**Cost:** \$135,000 for 180 days or \$750 per day. K-1 language classroom, with full-time aide in class – \$34,766 (\$193.14/hour)

**Invoice Frequency:** In accordance with Section 6 of the AIU Services Agreement

Speech/language pathologists provide specially designed instruction to students whose impairment of language, voice, fluency or articulation is present to such a degree that academic achievement is affected and the condition is significantly handicapping to the student.

### **Supervision of Clinical Fellowship Year**

**Contact:** Eileen Cirelli, 412-394-5823 • eileen.cirelli@aiu3.net  
Heidy Frycke, 412-394-5826 • heidy.frycke@aiu3.net

**Cost:** Please contact for more information

**Invoice Frequency:** Annually, once services have been completed.

Supervision of speech and language pathologists seeking the American Speech-Language-Hearing Association (ASHA) Certificate of Clinical Competence (CCC) is available. It requires four hours per month for nine months for a total of 36 hours.

# Student Programs

*At the AIU, we believe that learning is a life-long activity. Not all learning takes place in a traditional classroom - learning can happen anywhere. At the AIU, we meet students where they are, and support them as they reach towards their goals.*

## ACADEMIC EVENTS AND GIFTED EDUCATION

### Academic Events

**Contact:** Amy Davis, 412-394-4193 • amy.davis@aiu3.net

**Cost:** Fee varies by event, please contact for more information

**Invoice Frequency:** Upon registration

The AIU provides various academic competitions for elementary and secondary students. Events that are held on a yearly basis include the History Bowl (with Heinz History Center), the STEM Design Challenge and the Children's Choice Awards. Students have the opportunity to build upon their classroom experiences and see how their learning fits into the real world.

### Gifted Education

**Contact:** Amy Davis, 412-394-4193 • amy.davis@aiu3.net

**Cost:** No charge

Programs offered include gifted boot camps and gifted networking meetings. Offerings vary per year. Services also include assistance to schools in relation to gifted education regulations and updates.

## CAREER AWARENESS AND EDUCATION

### Adult Education and Family Literacy

See page 11 for contact, pricing and invoice frequency information

The AIU's Adult Education Program offers educational and employment resources to adults and families in Allegheny County.

### Alternative Education

See page 11 for contact, pricing and invoice frequency information.

Students referred to the Alternative Education Program's community schools from Allegheny County schools meet the PA guidelines for alternative education for disrupted youth. The program also serves students in juvenile court locations (Shuman Detention Center, Allegheny County Jail and Auberle).

### Career Connections

**Contact:** Amy Davis, 412-394-4193 • amy.davis@aiu3.net

**Cost:** \$75 registration fee

**Invoice Frequency:** Due upon application

Career Connections offers students in grades 9-12 the opportunity to explore a career in programs that consist of one- to four-day learning experiences. Students meet and work with professionals who share their experience, expertise and enthusiasm for what they do for a living. The programs provide a chance for students to make connections with organizations and people who can help them as they pursue their career choices. A registration fee of \$75 is due at time of application. This fee is refunded if a student is not accepted into their choice of program.

### Children and Youth Experiencing Homelessness

See page 12 for contact, pricing and invoice frequency information.

The Education for Children and Youth Experiencing Homelessness (ECYEH) program works with local school districts to support homeless youth in Allegheny County and southwestern Pennsylvania.

### Early Childhood Education

See page 12 for contact, pricing and invoice frequency information.

The AIU's early childhood education programs are designed to assist children younger than five years old learn the skills they need to succeed in kindergarten.

## ENGLISH AS A SECOND LANGUAGE (ESL)

### AIU ESL Induction

**Contact:** Gina Demarco Wall, Ed.D., 412-394-5994 • gina.demarcowall@aiu3.net

**Cost:** \$1,000 per teacher

**Invoice Frequency:** All ESL services are billed five times per year with all services combined

Non-contracting districts can elect to send their newly-hired ESL teachers to a five-month ESL New Teacher Induction Program. The AIU ESL New Teacher Induction is a mentoring program in which teachers learn about ESL-specific laws, regulations and assessments. This training is a human resource investment that leads to a better understanding of the ESL student and encourages student success.

### K-12 ESL Curriculum Review Process

**Contact:** Kelly Noyes, Ed.D., 412-394-5926 • kelly.noyes@aiu3.net

**Cost:** Varies, please contact for more information

**Invoice Frequency:** All ESL services are billed five times per year with all services combined.

In the curriculum review process, staff suggest new scopes and sequences to parallel a district curriculum plan. In this process, districts may choose to focus on the alignment of ESL curriculum and instruction to state standards or on making content area curriculum accessible to English language learners in the district.

### K-12 ESL Direct Instruction Model

**Contact:** Kelly Noyes, Ed.D., 412-394-5926 • kelly.noyes@aiu3.net

**Cost:** \$105,889 per FTE

**Invoice Frequency:** All ESL services are billed five times per year with all services combined.

The K-12 English as a Second Language Program (ESL) has served districts in Allegheny County for nearly 30 years. The program serves children who come from all over the world and provides direct daily instruction in English with research-based curriculum specifically designed for the language acquisition process. All teachers are specifically trained and certified to provide this core content instruction.

### K-12 ESL Professional Development

**Contact:** Kelly Noyes, Ed.D., 412-394-5926 • kelly.noyes@aiu3.net

**Cost:** \$500 half day /\$1,000 full day

**Invoice Frequency:** All ESL services are billed five times per year with all services combined.

The AIU's ESL staff development sessions are designed to align with the district's strategic plan and local initiatives. The AIU's ESL administrators facilitate each session and cover topics such as ESL issues, PDE updates and sustainability requirements.

### K-12 ESL State Monitoring, Program Monitoring and Evaluation

**Contact:** Charlene Byrd, 412-394-3637 • charlene.byrd@aiu3.net

**Cost:** \$120 per hour

**Invoice Frequency:** All ESL services are billed five times per year with all services combined.

The AIU's ESL office provides assistance to districts preparing for state monitoring. All program compliance issues are reviewed with districts to assure that the district meets or exceeds the state's criteria.

### K-12 ESL Student Evaluations and Proficiency Testing

**Contact:** Charlene Byrd, 412-394-3637 • charlene.byrd@aiu3.net

**Cost:** \$220 per evaluation

**Invoice Frequency:** All ESL services are billed five times per year with all services combined.

The K-12 ESL Program provides individual student evaluations using the WIDA screener for initial screening and placement. The test is also used for the administration of the state-mandated ACCESS for English Language Learners language proficiency assessment administered yearly in Pennsylvania.

### K-12 ESL Student Exiting/Monitoring Process

**Contact:** Charlene Byrd, 412-394-3637 • charlene.byrd@aiu3.net

**Cost:** \$120 per hour

**Invoice Frequency:** All ESL services are billed five times per year with all services combined.

This service facilitates the paperwork and compliance checks for students who have exited an ESL instructional program for two academic years.



## **K-12 ESL Supervisor Services**

**Contact:** Kelly Noyes, Ed.D., 412-394-5926 • [kelly.noyes@aiu3.net](mailto:kelly.noyes@aiu3.net)

**Cost:** \$13,750 per year for two times per month, \$27,500 per year for four times per month or priced as needed for other configurations

**Invoice Frequency:** All ESL services are billed five times per year; services are combined.

School districts operating their own ESL programs may contract for supervisory services. The ESL Program tailors its services to meet school district needs, and takes into consideration the extent of services required and the amount of time a school district may need supervision.

## **Title III Consortium Services – AIU Serviced Districts – Liaison Committee**

**Contact:** Gina Demarco Wall, Ed.D., 412-394-5994 • [gina.demarcowall@aiu3.net](mailto:gina.demarcowall@aiu3.net)

**Cost:** No charge for Title III Consortium members

This ESL Liaison Committee is a role-alike liaison group that meets periodically throughout the school year. These meetings provide technical training, updates and information from PDE, information on best practices and legal requirements as well as on-going support for ESL liaisons in Title III Consortium school districts.

## **Title III Consortium Services – Title III Consortium Grant**

**Contact:** Gina Demarco Wall, Ed.D., 412-394-5994 • [gina.demarcowall@aiu3.net](mailto:gina.demarcowall@aiu3.net)

**Cost:** No charge for Title III Consortium members

Through the K-12 ESL Title III Consortium, participating districts receive professional development, technology and supplemental materials to support English Language Learners.

## **NON-PUBLIC SCHOOLS PROGRAM**

### **Non-Public Schools Program (NPSP)**

**Contact:** Kathleen Carnicella, 412-394-4934 • [kathleen.carnicella@aiu3.net](mailto:kathleen.carnicella@aiu3.net)

**Cost:** No charge

The Non-Public Schools Program provides high-quality auxiliary Act 89 and Title 1 services for students attending non-public schools in grades K through 12. The mission of the NPSP is to provide support, resources, consultation and solutions to students, schools and families so non-public school students have every opportunity to maximize their academic potential in an ever-changing society.

### **Title I Non-Public Schools**

**Contact:** Joe Pisciotta, 412-394-4194 • [joe.pisciotta@aiu3.net](mailto:joe.pisciotta@aiu3.net)

**Cost:** Varies. Please contact for more information.

**Invoice Frequency:** Three times a year: January, April and July

The AIU's Non-Public Schools Program offers comprehensive Title I services. School districts may contract with the AIU to provide Title I non-public school services that meet all federal requirements.

### **Title IIA Non-Public Schools**

**Contact:** Joe Pisciotta, 412-394-4194 • [joe.pisciotta@aiu3.net](mailto:joe.pisciotta@aiu3.net)

**Cost:** Varies. Please contact for more information

**Invoice Frequency:** Varies

Title IIA professional development services are offered to non-public schools located within AIU's service area. Funding is generated at the federal level and then managed by the AIU on behalf of school districts. Non-public school staff and administrators may contact the AIU to utilize funding for professional development needs that align with federal requirements.

### **Title IIA Non-Public Schools Consortium**

**Contact:** Joe Pisciotta, 412-394-4194 • [joe.pisciotta@aiu3.net](mailto:joe.pisciotta@aiu3.net)

**Cost:** No charge

Non-public school consortium services are offered to non-public schools that generate Title IIA professional development funding. Non-public schools may choose to join the consortium that the AIU manages and schedule professional development offerings periodically throughout the school year. Staff and administrators from all consortium schools may attend any professional development offerings at no additional cost.



## SPECIAL EDUCATION SCHOOL AND SUPPORTS

See page 31 for contact, pricing and invoice frequency information.

The AIU has offered variety of unique, child-focused special education services for students with special needs. Our caring staff of highly-qualified teachers and therapists foster students' success by tailoring services to meet each student's individualized needs. We serve students ages 5 to 21 years old with a variety of multiple and complex needs.

## WATERFRONT LEARNING

**Contact:** Jennifer Beagan, 412-394-4996 • [jennifer.beagan@aiu3.net](mailto:jennifer.beagan@aiu3.net)

**Cost:** Varies. Please contact for more information.

**Invoice Frequency:** Quarterly, once the service has been completed

Waterfront Learning provides affordable K-12 virtual and hybrid educational options for school districts. Implementation is designed to meet the diverse needs of educational entities by providing full-time and part-time services to personalize learning pathways for all students. Secondary academics focus on core content, comprehensive world languages, STEM, advanced placement, dual credit, credit recovery, Keystone remediation and career readiness. The K-6 elementary program provides core, elective language options and gifted/talented course offerings. Districts also contract for curriculum expansion, participation of students with special needs, alternative education environments, hardware/Internet allocation, hybrid learning planning and professional development services.



# **ALLEGHENY INTERMEDIATE UNIT**

## **2020-2021**

### **SERVICES AGREEMENT**



Educational Opportunities • Innovative Solutions • Leadership Excellence

## ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the ALLEGHENY INTERMEDIATE UNIT (“AIU”), and the \_\_\_\_\_ (“District/School”), intending to be legally bound hereby, for the provision of services by the AIU to the District/School.

### Services Provided by AIU

The AIU provides specialized educational services to Allegheny County’s 42 suburban school districts, five career and technical schools, charter schools and numerous other organizations throughout the area. The AIU offers approximately 130 programs and services for infants, young children, school-age students, and adults. The AIU comprises the following six divisions, each of which provides a wide range of services:

1. Division of Early Childhood, Family and Community Services
2. Division of Finance and Business Operations
3. Division of Human Resources and Labor Relations
4. Division of Teaching and Learning
5. Division of Information Technology
6. Division of Special Education and Pupil Services

It is agreed that services provided by the AIU are rendered throughout the school year and that the AIU periodically invoices for fees for services provided to the District/School as outlined in the 2020-21 Services Guide (“Services Guide”). Fees for programs not listed in the Services Guide will be determined on a case-by-case basis and will require approval by the District/School and the AIU Board of Directors. By executing this Agreement, the District/School explicitly acknowledges receipt of the Services Guide and expressly accepts the pricing schedule for all of the services listed therein.

By accepting the services provided by the AIU, the District/School agrees to pay for those services at the prices specified in the Services Guide and to do so no later than sixty (60) days from the invoice date. A late payment charge of 1% per month on any unpaid balance shall be applied to any account that is more than sixty (60) days past due.

### 1. Special Education Services Provided by AIU

For the 2020-2021 school year, the AIU shall provide and operate, for the benefit of students assigned by the District/School, the special education services and programs delineated in the Allegheny Intermediate Unit Special Education Plan (“Plan”), as submitted to and approved by the Department of Education, by furnishing the following:

- Professional, instructional and support staff, as required to implement the Plan in accordance with all applicable provisions of state and federal law;
- Administrative, supervisory, and clerical staff as required to effectively and efficiently implement the Plan and this Agreement;

- Such supplies, equipment and other materials as necessary to implement the Plan and as mutually agreed upon by the parties;
- Such classroom space or other facilities as required to implement the Plan in accordance with state and federal law, to the extent the program or service is provided or operated upon premises not owned or leased by the District/School; and
- Any other personnel, facility, material or service mutually agreed upon by the parties.

Services provided include but are not limited to those outlined in the Services Guide, such as Blind/Visually Impaired Services, Career Development Services, Deaf/Hard of Hearing Services, Center School-Based Educational Services at Mon Valley/Pathfinder/Sunrise Center Schools, District-Based Classrooms, Speech/Language-Impaired Support, Pupil Personnel Services, and Occupational and Physical Therapy.

## **2. Programs Provided on District/School Premises by AIU**

For special education programs and services to be provided on premises owned or leased by the District/School, the District/School shall provide the following:

- Classroom and other space;
- Assistance, cooperation and participation of District/School administrative, professional and support staff in the development and implementation of accommodations, supplementary aides and support services necessary to include, to the fullest extent appropriate, students assigned to special education programs in educational and extracurricular activities, regular education support, regular education instruction, and ancillary services, such as nursing, counseling, library, physical education, food, custodial and maintenance services, as necessary to meet the needs of the students assigned to the program; and
- Any other personnel, facility, material or service mutually agreed upon by the parties.

## **3. Compliance with Applicable Law**

The AIU shall ensure that the special education programs and services it provides comply with all requirements of state and federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of the AIU. The AIU will provide leadership and encouragement to utilize best practices for assisting teachers, administrators and students in lifelong learning. The District/School shall provide such action, assistance or cooperation as required to ensure that students assigned to special education programs receive a free appropriate public education (“FAPE”) in compliance with all applicable provisions of state and federal law.

#### **4. Multidisciplinary Evaluation and IEP Development for Services Provided on District/School Premises by the AIU**

The District/School, in cooperation with the AIU, shall conduct student Multidisciplinary Evaluations (“MDEs”) and Reevaluations (“RRs”) and develop Individualized Education Plans (“IEPs”) and revise those plans as necessary for exceptional and thought-to-be exceptional students of the District/School. The District/School will provide the AIU staff with an opportunity to participate in the development of RR and IEPs. Services, accommodations, supplementary aides and support required by any IEP or any order of a hearing officer, appeals panel, the Secretary of Education or court which are beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the parties.

#### **5. Multidisciplinary Evaluation and IEP Development for Student Placed in AIU Center School-Based Programs**

The AIU, with cooperation and participation by the District/School, shall conduct student MDEs and RRs and develop IEPs and revision procedures for exceptional and thought-to-be exceptional students of the District/School. The District/School recognizes that it remains the Local Education Agency (“LEA”) for the student and is responsible for ensuring that the student’s IEP provides for FAPE. Therefore, the District/School will participate in the development of MDEs, RRs and IEPs that outline services, accommodations and supplementary aides and supports for students. Any order of a hearing officer or court which is beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the parties. In such instances, the AIU Administration will work with the District/School as LEA in identifying the appropriate service. The District/School will be billed for all such services in accordance with the terms of the pricing set forth in the 2020-21 Services Guide.

#### **6. Invoicing and Payment for AIU Special Education and Other Services**

- The District/School will be invoiced in accordance with the Services Guide. It is understood that the pricing outlined in the Services Guide has been developed by the AIU in collaboration with a representative committee of district superintendents, business managers, and special education directors. Review of the pricing structure by the committee will be ongoing. Pricing adjustment will be made annually and in accordance with the recommendations. Special education service options outlined and offered will be those services that may be enumerated in a student’s IEP and will be deemed appropriate by the student’s IEP.
- It is agreed that the District/School will be invoiced for all programs and services provided and utilized by each student. Any delay in invoicing by the AIU will not affect the duty of the District/School to pay the invoice for the services received. The District/School agrees that a failure or delay in invoicing shall not constitute a waiver of the right of the AIU to be paid in full for services received by the District/School.
- To ensure that the cost of services is properly allocated among districts, as well as the accuracy of each AIU invoice, the District/School understands and agrees that it is responsible to review all invoices when received, to audit the invoices to ensure that they accurately reflect the services received for each student identified and to verify whether each student resided in the district being charged for services during that billing period.

- The District/School agrees to pay the AIU the price for each program or service as listed in the Services Guide. Further, in the event schools are closed on account of contagious disease, destruction or damage of the school building by fire or other causes during the term of this Agreement, the District/School agrees to pay the AIU the greater of (1) an amount necessary to pay the salaries and fringe benefits of the teachers, as defined by the Public School Code, engaged by the AIU to provide services to the District/School or (2) such amount required by the Public School Code, as it may be amended, or other applicable law.
- A late payment charge of 1% per month on any unpaid balance shall be applied to any account that is more than 60 days past due.
- Tuition for the AIU's Special Education Center Schools and the cost of speech, hearing and vision services will be invoiced and paid in installments in accordance with the schedule below:

Invoice Date	Invoicing for Center Tuition and for Speech, Hearing and Vision Services
September 15, 2020	Billing for Special Education Services anticipated for August through October based on student information in the Special Education Database as of September 1, 2020.
November 16, 2020	Billing for Special Education Services anticipated for November through December based on student information in the Special Education Database as of November 1, 2020. <b>** Billing adjustments resulting from the September billing will be included.</b>
January 15, 2021	Billing for Special Education Services anticipated for January through February based on student information in the Special Education Database as of January 1, 2021. <b>** Billing adjustments resulting from the November billing will be included.</b>
March 15, 2021	Billing for Special Education Services anticipated for March through April based on student information in the Special Education Database as of March 1, 2021. <b>** Billing adjustments resulting from the January billing will be included.</b>
May 17, 2021	Billing for Special Education Services anticipated for May through June based on student information in the Special Education Database as of May 1, 2021. <b>** Billing adjustments resulting from the March billing will be included.</b>
June 15, 2021	A <b>FINAL INVOICE</b> will be issued whereby payments are reconciled with the actual FINAL 2020-2021 Special Education Database (verified in June). This may result in a credit to the District/School or payment due to the AIU exclusive of the special education center review and reconciliation.
<b>NOTE:</b> If additional services are requested by the District/School after the review of the Special Education Database as of September, they may be billed separately.	



## 7. Reconciliation for AIU Special Education Center Schools

Due to the fluctuating nature of student enrollment at the center schools, it is agreed that the overall operating cost for each school will be continuously monitored to determine if revenue and expenses are in alignment with budgeted projections. The parties agree that at the conclusion of the 2020-2021 school year, the AIU will perform a reconciliation of its center school revenues and expenses for the entire school year. If the AIU revenues from the center school programs provided under this Agreement exceed the expenses incurred in providing such services, the District/School will receive a pro-rata credit; if the AIU expenses incurred in providing services under this Agreement exceed the revenues received by the AIU, the District/School will be responsible for and pay to the AIU a pro-rata share of the excess expenses. Any District/School due to receive a reconciliation credit and having open balances payable to the AIU greater than 60 days past due will have the credit applied to open balances or withheld until payment is received, as appropriate.

Dates	Special Education Center School Review and Reconciliation
March 15, 2021	Mid-year reconciliation (ytd January) of the Special Education center school revenues and expenses (excludes related services) will be completed and communicated to the District/School.
August 15, 2021	<b>FINAL RECONCILIATION</b> of its revenues and expenses for the entire school year will be completed and issued to the District/School. This may result in a credit to the District/School or payment due to the AIU.
September 1, 2021	District/School payment to the AIU for the pro-rata share of the excess expenses.
AND/OR	
January 31, 2022	AIU credit will be issued to the District/School for the pro-rata share of the excess revenues.

## 8. Cancellation

This Agreement or any services outlined in this Agreement or purchased from the AIU may not be terminated by either party without 30 days' written notice unless such termination is mandated by an IEP or any order of a hearing officer, the Secretary of Education or any court of competent jurisdiction.

## 9. Liabilities

Subject to the immunities provided by the Political Subdivision Tort Claims Act, the parties agree to indemnify, defend and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses, or penalties that result from the acts or omissions of their own employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party. None of the administrative, professional, paraprofessional or support personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend and hold harmless each other against all claims, damages, losses, or penalties resulting from any judicial, administrative or other determination that any staff member of one party hereto is an employee or agent of the other party hereto.

## 10. Compliance

To ensure compliance with all laws, particularly those that emerge or change during the life of this Agreement, both parties agree to a commitment for continued learning to deliver and coach on best practices. To enable this learning to take place, a mutually agreeable schedule shall be developed.

## 11. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the AIU and the District/School concerning the programs and services to which it applies; supersedes all prior or contemporaneous agreements and understandings, written or oral on this subject; and shall be modified only in a writing approved by the parties' respective boards of directors.

### ATTEST:

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President, Board of School Directors

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Date

---

Secretary

---

Date

### ATTEST: ALLEGHENY INTERMEDIATE UNIT

---

President, Board of Directors

---

Date

---

Secretary

---

Date







475 East Waterfront Drive • Homestead, PA 15120  
412-394-5700 • [aiu3.net](http://aiu3.net) • [@AlleghenyIU3](https://www.instagram.com/AlleghenyIU3)



The Allegheny Intermediate Unit is an equal opportunity education institution and will not discriminate on the basis of race, color, national origin, ancestry, religion, sex, sexual orientation, age, handicap, or limited English proficiency in its educational programs, services, facilities, activities, or employment practices as required by Title IX of the 1972 Educational Amendments, Title VI and VII of the Civil Rights Act of 1964, as amended, Section 504 Regulations of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, Section 204 Regulations of the 1984 Carl D. Perkins Act, the Americans with Disabilities Act, or any other applicable federal or state laws. Any person who believes that s/he has been subjected to discrimination shall report all incidents of such conduct to Janet Breiding, Title VII/IX Compliance Officer, Allegheny Intermediate Unit, 475 East Waterfront Drive, Homestead, PA 15120 or 412-394-5848.



October 28, 2020

To Whom It May Concern,

Babb Incorporated, which has been in business for over 90 years, has the comprehensive knowledge and capabilities to complete risk mitigation and insurance services for Dogwood Charter School.

Babb Inc. has experience with insuring schools such as the below but not limited to:

- City Charter High School
- Spectrum Charter School, Inc

Do not hesitate to reach out with any questions.

Thank you

*Maxwell Rickard*

Maxwell Rickard

Director of Client and Market Relationships, Commercial Lines



## Envelope Data

Subject: b  
Documents: Insurance Letter.docx  
Document Hash: 9176777  
Envelope ID: ENV23269261-9784-ABFB-2506-BCCC  
Sender: Max Rickard  
Sent: 10/28/2020 14:19 PM UTC  
Status: Completed  
Status Date: 10/28/2020 14:21 PM UTC

## Recipient(s) / Roles

Name / Role	Address	Type
Max Rickard	mjr@babbins.com	Sender
Maxwell Rickard	mjr@babbins.com	Signer

## Document Events

Name / Roles	Email	IP Address	Date	Event
Max Rickard	mjr@babbins.com	71.112.187.115	10/28/2020 14:19 PM UTC	Created
Maxwell Rickard	mjr@babbins.com	71.112.187.115	10/28/2020 14:21 PM UTC	Signed
			10/28/2020 14:21 PM UTC	<b>Status - Completed</b>

## Signer Signatures

Signer Name / Roles	Signature	Initials
Maxwell Rickard		





Dear Beth,

Metz Culinary Management is looking forward to potentially partnering with you and your team at the Dogwood Charter School in operating your food service program. We have many other accounts in the area that we can use to assist in the opening of your program.

Metz has been in business for over 28 years and has an impeccable reputation in managing many different types of food service programs. Please let me know if we can provide any additional information at this time. Our team will be happy to visit you in person when needed.

Thanks,

Dave

Dave Pisarchik

Director of Business Development Metz Culinary Management

814-242-6283

davep@metzcorp.com



Two Woodland Drive. Dallas, PA 18612 ph: 800.675.2499 • metzculinary.com

8274 Blaikie Court, Sarasota, FL 34240 • ph: 941.554.4701

# The PSERS Alternative Plan



## Employer Start-up Kit

PenServ Plan Services, Inc. is a national pension design and consulting firm with offices in Horsham, Pennsylvania and West Columbia, South Carolina. PenServ specializes in providing retirement plan products, support services and training programs to financial organizations and practitioners across the nation.

In a joint initiative between the Technical and Plan Administration divisions, PenServ works with charter schools all throughout Pennsylvania to design an alternative plan to PSERS that will meet their needs and objectives.

To get started:

- ✓ Complete and sign the Letter of Intent
- ✓ Complete the Questionnaire
- ✓ Return the above with a check for the commitment fee to:

**PenServ Plan Services, Inc.**  
**Attn: Plan Document Services**  
**420 Dresher Road, Suite 100**  
**Horsham, PA 19044**

Upon receipt of the above, we will:

- ✓ Draft the PSERS alternative plan for your school
- ✓ Submit the Plan to PSERS for their approval
- ✓ Provide enrollment materials once the plan is approved by PSERS
- ✓ Administrator your 403(b) Plan



**215-444-9812**

**[plandocuments@penserv.com](mailto:plandocuments@penserv.com)**



## LETTER OF INTENT

This Letter of Intent and any attached schedules, amendments, etc. (collectively "Letter") confirm that the employer referenced below ("Employer") wishes and intends to engage PenServ Plan Services, Inc. ("PenServ") to provide the services set forth in the attached Schedule of Estimated Fees and Services ("Schedule").

I. Employer acknowledges and agrees:

- a. Employer must enter into a Services Agreement within sixty ("60") days from the Date of Offer specified below, when the offer expires ("Expiration Date").
- b. That PenServ shall begin the initial conversion process once a Services Agreement has been entered into and executed by the parties.
- c. PenServ will not be liable for any consequences and or related costs and or expenses, in the event the Employer does not provide timely, accurate, and complete data to PenServ.
- d. That in the event a Service Agreement has not been executed by or before the Expiration Date, unless agreed upon in writing by PenServ to provide an extension to this Letter, and the Date of Expiration: (i) the Commitment Fee below, will be non-refundable; (ii) PenServ will cease to perform further work for the Employer, and shall have no obligation whatsoever to the Employer; and (iii) the Employer agrees to compensate PenServ for the services rendered under this Letter, beyond the \$500 paid in Commitment Fees.
- e. PenServ is not a provider of tax, accounting or legal advice.

## II. General.

- a. **Limitation of Liability.** in no event shall either party be liable for loss of profits, revenue, data or use or for any indirect, incidental, special or consequential damages, however caused, even if advised of the possibility of such damages.
- b. **Confidentiality.** PenServ and the Employer agree that each will keep confidential and not disclose or permit its employees or representatives to disclose information received from the other or otherwise use such information, except as contemplated under the Letter, or as may be authorized by the party whose information is to be disclosed, or as such disclosure may be required by law.
- c. **Term and termination.** The term of this engagement shall begin on the Date of Offer set forth below, and unless agreed to otherwise in writing by PenServ, shall expire sixty ("60") days from the Date of Offer, or terminate, as soon as a Services Agreement has been entered into by the parties, whichever is sooner.
- d. **Confidentiality and indemnification obligations shall survive the termination or expiration of the Letter.**

Commitment Fee: \$500.00 (Check payable to PenServ Plan Services, Inc., to be returned with this Letter to the address below.)

<b>Plan Name:</b> Dogwood Charter School 403(b) Plan	<b>Accepted:</b> PenServ Plan Services, Inc.
	<b>By:</b> Yvonne C. Kepler, Chief Operations Officer
<b>Authorized Signature</b>	
<b>Name and Title:</b> Beth Opat, Executive Director	
<b>Effective Date:</b> 07/01/2021	
	<b>Signature</b>

This Agreement shall expire on: TBD

Attachments: Original Fee Proposal  
Plan Questionnaire

Upon receipt of this Letter of Intent along with the Commitment Fee, the Services Agreement and takeover documents will be forwarded to the Contact indicated above.

# ESTIMATED FEES PER PROPOSAL



## Standard Employer Fee Schedule Non-ERISA 403(b) Services PSERS Alternative for Charter Schools

<b>Initial (One Time)</b>	\$1,800.00
One time Set-up Fee/One time Take-over Fee (Includes Document Review and Plan Design)	
<b>Annual Base Fee (includes MG Trust as Vendor)</b>	\$ 850.00
<b>Annual Fee for PSERS Compliance Review</b>	\$ 800.00
✓ Census Verification	
✓ Separate Accounting for vesting	
✓ Tracking sources	
✓ Tracking hours and years of service	
<b>Document Amendment Fee for Employer-initiated Amendments</b>	\$175.00
<b>Participant Fees*</b>	\$40/year/participant
Non-ERISA 403(b) Sure <sup>sm</sup> Recordkeeping and Compliance	
✓ Receive and qualify contributions from all sources; Reconcile exceptions	
✓ Track annual contribution and maintain records for audit purposes	
✓ Review, qualify and monitor participant loans, hardship distributions, minimum distributions, account transfers	
<b>Distribution and Loan Fees</b>	\$70 per transaction
<b>Custodial Fee</b>	.10% of assets
<b>Additional Services (Optional)</b>	
Eligibility Computation (e.g. "part-time", hours of service)	\$500
Internal Compliance Reviews for Employers/Vendors	as quoted
Assistance in Plan corrections	as quoted

\*Fees can be paid by the Participants, the Employer, or the Vendor(s)\*\*, if applicable. Transaction fees are paid by Participants. All fees will be reduced by any revenue sharing received from mutual funds.  
Some Vendors will not pay administrative fees.

## 403(b) Plan Questionnaire

### Non-ERISA for Public Schools, Community Colleges, and Public Universities and Colleges

#### EMPLOYER INFORMATION

Employer's Name: Dogwood Charter School

Business Address: TBD

City: Pittsburgh

State: PA

County: Allegheny

ZIP Code: TBD

Phone Number: \_\_\_\_\_

Employer ID #: TBD

Contact Person's Name and Title: Beth Opat, Executive Director

Phone Number: 1-412-965-2731

Email: bethopat@gmail.com

Who will administer the plan?

☒ A designated Third Party Administrator (*please specify*): PenServ Plan Services, Inc.

Is this Plan intended to be a Multiple Employer Plan?

☐ Yes

☒ No

#### PLAN INFORMATION

Does the Employer currently have a 403(b) plan?

☐ Yes

This will be an amendment to our existing 403(b) plan.  
The initial effective date of the existing 403(b) plan is: \_\_\_\_\_. (*This date is on your current Adoption Agreement. Please attach a copy to this questionnaire.*)

EXISTING PLANS MUST COMPLETE THE "CURRENT VENDORS" SECTION OF THE FINANCIAL SERVICES SCHEDULE ON PAGE 6.

☒ No

This will be a new 403(b) plan. The effective date of the plan is July 1, 2021.

When is the plan year?

☒ The plan year is the calendar year (*most commonly used*)

☐ The plan year is a 12 month period starting on each (*month, day*) \_\_\_\_\_

Compensation used for employee and employer contributions shall be:

☒ Total Compensation, no exclusions; or

☐ Total Compensation excluding: ☐ Bonuses; ☐ Overtime; ☐ Other (describe): \_\_\_\_\_

#### EMPLOYEE CONTRIBUTIONS

##### Employee Mandatory Contributions:

Employee Mandatory Contributions are required for new hires who are hired on or after: 07/01/2021

New hires (NOT previously enrolled in PSERS):

☒ must participate in this plan

☐ have the choice to either participate in this plan or enroll in PSERS

New hires previously enrolled in PSERS:

☒ must participate in this plan

☐ have the choice to either participate in this plan or remain in PSERS

Please list any additional stipulations related to the above categories of new hires: \_\_\_\_\_

Employee Mandatory Contributions under the plan will be required at 5%. (***PSERS has approved 5%, can be more.***)  
*Note: These Mandatory contributions apply to Employees hired after the date above.*

##### Employee Voluntary Contributions:

(*Note: This option applies to all eligible employees.*)

How much will employees be permitted to contribute to the plan as a voluntary pre-tax salary deferral?

☒ The maximum permitted each year by law (*\$19,500.00 in 2020*)

☐ A percentage of pay equal to \_\_\_\_\_% (not to exceed the maximum permitted by law)

Will the plan offer the age 50 catch-up election to allow employees age 50 or older to make additional deferrals?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will employees with 15 or more years of service be permitted to make a special catch-up contribution of up to \$3,000 more per year or \$15,000 lifetime?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will Employees be permitted to make post-tax Roth Elective Deferrals?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Specify here any restriction from eligibility to make elective deferrals? (e.g. Hours of Service, certain students performing services, participants in another plan of the Employer: _____)		
<b>ROLLOVERS</b>		
Are rollovers permitted directly into the plan from other eligible plans such as another 403(b), a 401(k), 401(a), or governmental 457(b)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are participant (60 day) rollovers permitted from other eligible plans such as another 403(b), a 401(k), 401(a), or governmental 457(b)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If the aforementioned rollovers are permitted, please indicate below if there are to be any restrictions that would exclude: <input checked="" type="checkbox"/> after-tax contributions from the direct rollover of a Code Section 403(b) plan <input type="checkbox"/> rollover from a Code Section 457(b) governmental plan <input type="checkbox"/> acceptance of a Designated Roth account from any of the plans named above		
Will the plan accept Participant Rollover Contributions of the portion of a distribution from an Individual Retirement Account (IRA) or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>TRANSFERS AND EXCHANGES</b>		
Will the plan permit transfers to and from this plan?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will the plan permit tax free contract exchanges?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
PLEASE LIST ALL VENDORS ON THE <b>FINANCIAL SERVICES SCHEDULE</b> AT THE END OF THIS QUESTIONNAIRE.		
<b>EMPLOYER CONTRIBUTIONS</b>		
Will Employer Contributions be made to this Plan?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, check the type(s) of employer contributions to be made: <input checked="" type="checkbox"/> PSERS Alternative Contribution: Employer contributions shall be made only to those Participants who are contributing to the plan Mandatory Employee Contributions and such Employer contributions shall be <u>5</u> % of compensation. (PSERS has approved 5%, can be more) <input type="checkbox"/> Other (specify the amount of contribution and how it is allocated to participants): _____		
<b>Vesting of Employer Contributions</b> Vesting for Employer Contributions will be 100% <input checked="" type="checkbox"/> immediately; <input type="checkbox"/> after 1 year; or <input type="checkbox"/> Other: _____		
<b>PLAN PAYOUT OPTIONS</b>		
Which of the following transactions (if any) are permitted?		
Hardship Distribution	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Loans	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Attainment of Age 59 ½	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Plan-to-Plan Transfers to another Employer Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Transfers to a State Retirement Plan to purchase service credits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Distribution of Rollover Contributions at any time	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Distribution of Small Account Balances if permitted by the underlying agreements	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>PLAN AMENDMENT SUMMARY</b>		

If you are restating your Plan, please list below any and all amendments made to this plan between the earlier of January 1, 2010 or the last time you executed an adoption agreement through the present. For example, if the employer contribution formula was revised for the 2014 Plan Year, note "Employer Contribution Formula" and "1-1-2014". (Please attach a separate schedule if necessary.)

Provision	Date the Amendment was Effective

**EMPLOYER CONTACT INFORMATION**

Who in your organization should we contact in the event we have questions about this Questionnaire?

Name: Beth Opat

Phone Number: 1-412-965-2731      Email: bethopat@gmail.com

Please name the individual who is to receive the completed documents and be responsible to return a copy of the signed documents to PenServ. ☒ same as above; or

Name:

Phone Number:      Email:



## FINANCIAL SERVICES SCHEDULE

### FINANCIAL ADVISOR

(Please note that the Employer Contribution must go to MG Trust)

Name of Advisor	Address	Phone	Email
EBA Consulting	28 Centre Street Merchantville, NJ 08109	856-662-4000 x1445	dskarbek@ebaconsults.com

### CURRENT VENDORS

(This section must be completed for existing 403(b) plans only)

### APPROVED VENDORS

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges from Approved Vendors and Deselected Vendors.

Name of Vendor	Address	Contact Person	Phone and Email

### DESELECTED VENDORS

Exchanges will be permitted from the following Vendors to the Approved Vendors listed above. However, the following Vendors may not receive Exchanges and Transfers and the assets are not available for Participant Loans and Hardship Distributions.

Name of Vendor	Address	Contact Person	Phone and Email

Specify the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be \$\_\_\_\_\_ (the default shall be \$0).
- Exchanges will be permitted between all Approved Vendors and from Deselected Vendors unless otherwise restricted.  
Please specify any restrictions here: \_\_\_\_\_.
- Transfers/Exchanges are permitted at any time unless restricted as follows: \_\_\_\_\_.



<b>Plan Type</b>	Non-ERISA 403(b) Plan for Public Schools, Community Colleges, and Public Universities and Colleges
<b>Plan Name</b>	Dogwood Charter School
<b>Address of Employer</b>	TBD
<b>Employer Identification Number (EIN)</b>	85-3302597
<b>Designated Administrator</b>	PenServ Plan Services, Inc.
<b>Effective Date of the Plan</b>	July 1, 2021
<b>Employee Contributions</b>	<p><b>Mandatory Employee Contributions</b> – 5% of each eligible Employee's compensation starting in 2021-22.</p> <p><b>Employee Elective Deferrals</b> (Voluntary) – All current employees are eligible. These contributions are "pre-tax" deferrals and reduce taxable income.</p> <p><b>Roth Elective Deferrals</b> - All current employees are eligible. These contributions are "post-tax" deferrals and do not reduce taxable income.</p>
<b>Additional Employee Contributions</b>	<p><b>Age 50 Catch-up Contributions</b> – Additional amounts permitted after attaining age 50</p> <p><b>Special Catch-up Contributions</b> – Additional amounts permitted after 15 years of Service</p>
<b>Enrollment Periods</b>	<b>Entry Dates</b> – Eligible Employees may begin participating on the first day of the first payroll period after completing any necessary forms and a salary reduction agreement.
<b>Employer Contributions</b>	<b>Employer Nonelective Contributions</b> – 5% of Compensation on behalf of Employees where such Employee contributes the Mandatory Employee Contribution of 5%.
<b>Vesting</b>	<p><b>Employer Nonelective Contributions</b> – TBD</p> <p><b>Elective Deferrals</b> - TBD</p>

<b>Withdrawals</b>	<p><b>Hardship Withdrawals</b> – Hardship withdrawals are permitted from this Plan.</p> <p><b>Participant Loans</b> – Loans are available under the Plan subject to investment company restrictions.</p>
<b>Rollovers from Other Plans</b>	<p><b>Rollovers into this Plan</b> – Participants may rollover amounts from the following plans to their 403(b) account:</p> <ul style="list-style-type: none"><li>• Another 403(b) Plan</li><li>• A qualified plan (including a 401(k) Plan)</li><li>• A 457(b) maintained by a state or local government</li><li>• A Traditional IRA</li><li>• PSERS (State Retirement Plan)</li></ul> <p>The rollover amounts in this Plan are available to Participants at any time.</p>
<b>Exchanges/Transfers between 403(b) Providers</b>	<p><b>Approved Investment Providers</b> – TBD</p>
<b>Contact Information</b>	<p><b>Plan Information</b> – Please contact Beth Opat, Executive Director, at <a href="mailto:dogwoodcharterschool@gmail.com">dogwoodcharterschool@gmail.com</a> or 1-412-965-2731 with questions or for more information.</p>

# **Dogwood Charter School**

## **Board of Trustees**

### **Enrollment Policy**

Dogwood Charter School is a public school operating under a charter granted by the Commonwealth of Pennsylvania and the Chartiers Valley School District. Admission to the school is open to all eligible students who reside in the Commonwealth of Pennsylvania, with certain preferences referred to within this Policy.

Dogwood Charter School does not discriminate on the basis of race, color, nationality, creed, ethnicity, mental and physical disability, proficiency in English or prior academic achievement when admitting students.

In addition, Dogwood Charter School adheres to the following admissions policies:

- Outside of the lottery process, when seats are available during the school year Dogwood Charter School shall normally enroll a child the next business day but no later than 5 business days of application (which includes receipt of proof of age, immunizations required by law, proof of residency, parent registration statement, and home language survey).
- A child's right to be admitted to the school is not conditioned on the child's immigration status and Dogwood Charter School does not inquire regarding the immigration status of a child as part of the admission process.
- Dogwood Charter School administers a home language survey to all students

seeking first time enrollment in its school.

- Although additional information (other than proof of age, immunizations required by law, proof of residency, parent registration statement, and home language survey) may be requested in the admission process, Dogwood Charter School does not prohibit or delay admission contingent upon receipt of this additional information.
- Dogwood Charter School does not deny enrollment or discriminate in admission policies or practices on the basis of a child's disability or the child's need for special education or supplementary aids or services or on the basis of intellectual ability. Admission criteria do not include measures of achievement or aptitude.

### **Annual Enrollment Procedure**

Selection of students for admission to Dogwood Charter School is done by lottery, which will be held in alignment with the due dates each school year established by the Board of Trustees. Students selected in this lottery are accepted to Dogwood Charter School .

Those not selected are placed on a waiting list. All families are notified of their lottery status or waiting list status through email or text. Following the lottery and acceptance, parents must complete registration by completing or providing Proof of Child's Age; Proof of Residency; Proof of Immunizations; a Home Language Survey; and a Parent Registration Statement, as well as additional requested documents. All of these materials are completed and submitted by in person submission on identified enrollment days or within 5 days of being notified that a seat has become available. Families must complete all information thoroughly and meet all deadlines to reserve their acceptance. These forms include all student information necessary to complete the registration requirements of Pennsylvania Charter Law (PA Act 22 of 1997). Once the registration is completed, families attend a New Parent Orientation session.

Following the enrollment period, families from the waiting list are contacted and offered a spot as and if they are available. Should there be space available after the lottery and after the waitlist has been exhausted, students will be admitted on a first come, first served basis.

The school will host Information Sessions and conduct advertising so that the school will be in compliance with federal and state mandates as well as Dogwood Charter School's commitment to diversity, equity and inclusion of traditionally disadvantaged populations so that families can learn about Dogwood.

Enrollment preferences will be given in the following order:

1. Students who are residents of Chartiers Valley School District
2. Current DCS students
3. Students who are children of those who actively participate in the development of the Charter School. This may include members of the Founding Coalition, the Board of Trustees and employees of DCS
4. Siblings of current DCS students
5. Students residing outside the authorizing school district who are residents of the Commonwealth of Pennsylvania

## **Dogwood Charter School**

### **Board of Trustees – Financial Policies**

#### **FISCAL OBJECTIVES**

The Board of Trustees of the Dogwood Charter School (“DCS”) recognizes its responsibility to ensure that public monies expended by DCS are utilized for delivery of the educational program in a manner that mandates full value to the taxpayers and that adequate procedures and records are established to ensure that end.

The Board has the authority and responsibility to prepare and adopt the budget, approve each expenditure of DCS, and incur debt in accordance with law.

DCS shall submit an annual financial report to the Secretary of Education by October 31 of each year, in accordance with law and the reporting standards established by the Pennsylvania Department of Education.

To meet the goals of this policy, the Board directs the Principal/CEO, along with outside professional accounting and legal representatives, to establish sound accounting procedures based upon recommendations of DCS auditor and state and federal government, institute effective business practices, and recommend appropriate equipment and technology when necessary.

The professional accounting representatives and/or school administration shall review monthly the financial operations, report to the Board on effectiveness and recommended improvements, and prepare administrative regulations and procedures for sound DCS and school fiscal operations.

#### **BUDGET PLANNING**

The budget shall be designed to reflect the Board's goals and objectives concerning the education of DCS students. Therefore, the budget shall be organized and planned to ensure adequate understanding of the financial needs associated with program support and development. The financial requirements of DCS programs shall be reviewed on a continual basis.

To meet the objectives of this policy, the Board directs the Principal/CEO, to work with the school's Business Manager, Charter Choices, Inc., to:

1. Include an estimated annual cost of implementation of DCS's ongoing educational program;
1. Prepare a long-range plan for annual maintenance and replacement of facilities;
1. Prepare a plan for current and future technology needs;

1. Maintain an inventory and replacement schedule of all DCS equipment;
1. Establish a projected budget of expenditures and income for the current year and ensuing year;
1. Prepare an annual estimate of anticipated school enrollments;
1. Maintain a plan for anticipated revenues based on changes in state and federal legislation; and
1. Report to the Board any serious financial implications arising from the budget plan.

## **BUDGET PREPARATION**

The Board considers the preparation of an annual budget to be one of its most important responsibilities because the budget is the financial reflection of DCS's educational plan. The budget shall be designed to support the educational plan in a comprehensive and efficient manner, to maintain DCS facilities, and to honor DCS obligations.

The Board recognizes its obligation to the taxpayers to approve only those expenses reasonably required to provide an educational program suitable to the needs and goals of DCS and its students.

In order to ensure adequate time for preparation and review of the proposed/preliminary budget, the Board directs the Principal/CEO, along with the school's Business Manager to present to the Board information associated with the budget in accordance with Board established timelines.

In preparing the budget, the responsible administrator shall set general priorities for expenditures for:

1. Staff necessary to maintain current programs;
1. Technology, equipment, and supplies necessary to maintain current programs;
1. Additional staff necessary to improve or expand current programs; and
1. New technology, equipment, and supplies necessary to improve or expand current programs.

When presented for Board review, the proposed/preliminary budget shall contain information as appropriate, such as:

1. Actual revenue and expenditures in each financial category for the previous fiscal year;



1. Estimated revenue and expenditures in each financial category for the current fiscal year;
1. Estimated revenue and expenditures in each financial category for the upcoming fiscal year;
1. Estimated student enrollment for the upcoming school year;
1. Amount of surplus anticipated at the end of the current fiscal year; and
1. Explanation of each item of expense proposed, upon request.

## **BUDGET ADOPTION**

It is the philosophy of the Board that the annual budget represents the position of the Board, and all reasonable means shall be employed to present and explain the preliminary and final budgets to the public.

The Board directs the Principal/CEO and the school's Business Manager to prepare both the preliminary and final budgets on the required forms; comply with advertising requirements; and make the budget documents and supporting information available in printed form for public inspection in DCS administrative offices, in accordance with the timelines specified in law and Board policy.

At least thirty (30) days prior to the adoption of the final budget, the Board shall prepare and present a proposed budget on the required form. The proposed budget shall be made available in print for public inspection and duplication at DCS at least twenty (20) days prior to the adoption of the budget.

The Board shall annually adopt the final budget by a majority vote of all members of the Board by June 30.

## **BANK ACCOUNTS**

The Board, by a majority vote of the full Board, shall designate one or more banks or bank and trust companies as depositories for the safeguarding of school funds.

Each depository shall be required to report monthly to the Treasurer or Board on the status of funds, in the manner required by law.

Each designated depository shall furnish proper security for deposits in the amount designated by the Board and in accordance with law.

Each designated depository shall be advised not to cash checks payable to DCS but to deposit said checks to DCS accounts.

The Board shall periodically obtain quotations for specified banking services prior to designating its depositories.

### **PURCHASES SUBJECT TO BID/QUOTATION**

It is the policy of the Board to obtain competitive bids and price quotations for products and services where such bids or quotations are required by law or may result in monetary savings to DCS. In no event shall the School expend more than \$5,000 without obtaining competitive bids or pricing for the products or services obtained. This competitive bidding shall apply to purchases for a single item or for multiple purchases in the aggregate for services or products provided to DCS.

### **PAYROLL AUTHORIZATION**

Employment of all permanent, temporary and part-time DCS personnel must be approved by the Board. The Board shall authorize payment of salaries to employees. Actions by the Board to employ staff on a contractual basis may include the name of the individual, position title, salary, period of employment, position classification, a method of payment, and budget category to which the wages are to be charged.

Actions by the Board to employ temporary or part-time personnel may include the name of the individual, position title, rate of pay, position classification, the maximum number of hours or days an employee may work, school or vacation assignment, and budget category to which wages are to be charged.

The minutes of Board meetings shall record all actions with regard to resignation, retirement, death or discharge of all employees, or non-retention of a temporary professional employee. Each action shall include the name of the employee, the date upon which salary or wages will terminate, and position formerly held.

Daily sign-in and sign-out procedures adequate to meet wage and hour requirements and Board policy may be required of all employees.

Salary or wages may be withheld for leave without pay, in accordance with established procedures, by the Principal/CEO or designee.

Overtime can be scheduled and worked only when authorized in advance by the Principal/CEO or designee.

The payroll shall be certified by DCS's Business Manager, Charter Choices, Inc., and professional accounting representatives.

### **PAYROLL DEDUCTIONS**

The Board may, at its discretion, act on behalf of individual employees to deduct a certain amount from the employee's paycheck and to remit an equal amount to an agent designated by the employee. It is the intent of this policy to designate those purposes not otherwise mandated by law for which the Board is willing to act on behalf of the employee.

No deduction may be made from the wages of an employee except for federal or state income tax, PA unemployment, county tax, municipal or school taxes, social security and School Employees' Retirement Fund without proper authorization by the employee.

The Board shall permit deductions from an employee's paycheck upon proper authorization on the appropriate form.

## **PAYMENT OF BILLS**

It is the Board's intent to direct prompt payment of bills but at the same time to ensure that due care has been taken in the review of DCS bills.

Each bill or obligation of DCS must be fully itemized, verified and approved by the Board before a check can be drawn for its payment, except that the Board President and/or the Principal/CEO is permitted to draw payment orders for:

1. Orders to cover approved payrolls and agency account deposits; and
1. Utility bills in months the Board does not meet.

It shall be the responsibility of the Business Manager, Principal/CEO, and/or professional accounting representatives upon receipt of an invoice to verify that the purchase invoice is in order, goods were received in acceptable condition or services were satisfactorily rendered, funds are available to cover the payment, the Board had budgeted for the item, and invoice is for the amount contracted.

All claims for payment shall be submitted to the Board and recorded in the minutes of the Board meeting.

The list of bills shall include for each:

1. Check number;
1. Vendor name;
1. Description; and
1. Check amount.

All checks approved by the Board shall be signed by the President and Secretary of the Board.

The Vice-President may sign for the President. No check shall be made out to cash.

## **DCS AUDIT**

The Board recognizes the importance of the public's right to have access to the public records of DCS, including public financial records. The public has the right under law to inspect and procure copies of the annual audit conducted by DCS's accountants and the audit conducted by the Auditor General's office.

The Board shall employ an independent, certified public accountant to conduct an annual audit in conformance with prescribed and legal standards. The completed audit shall be presented to the Board for its examination and approval.

The Board, its officers, school depositories, Principal/CEO, and other proper persons shall furnish to the auditors, whenever required for auditing purposes, statements and accounts of all finances of DCS and other funds belonging to or controlled by DCS, of which they are directly or indirectly responsible for, including assets and liabilities, together with access to all books, records, tax duplicates, vouchers, school orders, payrolls, letters and other matters pertaining to same.

The auditors shall have the power to issue subpoenas to compel the attendance of school officers or other persons whom they may deem necessary to examine as witnesses and to compel the production of all books, records, vouchers, letters and papers relating to any accounts being audited by them.

The auditors' report of the finances of DCS for the preceding fiscal year shall be filed with the Board and entered on the minutes of the Board.

The Board recognizes its obligation as an elected body to represent the best interests of all its constituents. Therefore, the Board shall make the results of both DCS's accountant's audit and the Auditor General's audit available to the public in the office of DCS.

The Board President shall issue requests for proposals for auditor services every seven (7) years or less, as required.

## **FEDERAL FISCAL COMPLIANCE**

The Board shall authorize all applications for federal funds submitted by DCS.

The Board designates the Principal/CEO as DCS contact for all federal programs and funding.

The Principal/CEO or designee shall develop administrative regulations governing the procurement, use, management and disposal of goods, materials, and equipment purchased with federal grant funds. At a minimum, the administrative regulations shall provide procedures to ensure:

1. Expenditures of federal grant funds are completed in accordance with federal requirements; and
1. Title to and control of location, custody, and security of equipment and/or property purchased with federal funds are maintained.

The Principal/CEO, Business Manager, or designee shall track and document all federal programs expenditures and verify budgetary information required for those programs.

All DCS employees paid with federal funds shall document the time they expend towards federal programs, in accordance with law.

### **GIFTS, GRANTS, AND DONATIONS**

The Board recognizes that individuals, businesses and community organizations may wish to contribute supplies and equipment to enhance or extend the programs in the schools.

The Board has the authority to accept gifts and donations made to DCS.

The Board reserves the right to refuse to accept any gift that does not contribute to the achievement of DCS goals or when such ownership would adversely affect DCS.

Any gift accepted by the Board or its designee shall become DCS property, may not be returned without Board approval, and is subject to the same controls and regulations as are other DCS properties.

The Board shall be responsible for the maintenance of any gift it accepts unless otherwise stipulated.

The Board shall make every effort to honor the intent of the donor in the use of the gift, but it reserves the right to utilize any gift in the best interests of DCS's educational program.

In no case shall acceptance of a gift be considered an endorsement by the Board of a commercial product, business enterprise, or institution of learning.

All gifts shall be recorded in the appropriate inventory listing and property records.

# **Dogwood Charter School**

## **Board of Trustees Policy**

### **Conflict of Interest Policy**

#### **PURPOSE**

The Board of Trustees, Officers and employees of Dogwood Charter School (“Charter School”) have a duty of loyalty to Charter School and to the public whose interest they are sworn to serve. The purpose of this Conflict of Interest Policy, which provides guidance and a general standard of conduct with respect to actual or apparent conflicts, is in keeping with the Pennsylvania Public Official and Employee Ethics Act (65 Pa. C. S. § 1101, *et seq.*) and the State Legislature’s declaration that the people have the right to be assured that the financial interests of public officials and employees conflict with the public trust, and the principle which prohibits public officials and employees from entering into situations where private interests may conflict with official duties.

The appearance of conflict of interest undermines the public confidence in the integrity of the Charter School, its Trustees and employees, and should be scrupulously avoided.

#### **DEFINITIONS**

The following words and phrases when used in this policy shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

**Aggregate.** The total of all gifts received from a single source as related to a statement of financial interests.

**Authority of office or employment.** The actual power provided by law, the exercise of which is necessary to the performance of duties and responsibilities unique to a particular public office or position of public employment.

**Business.** Any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust or any legal entity organized for profit.

**Business with which he or she is associated.** Any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.

**Conflict or conflict of interest.** Use by a public official or public employee of the authority of his/her office or employment or any confidential information received through his/her holding public office or employment for the private pecuniary benefit of himself/herself, a member of his/her immediate family or a business with which he/she or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official or public employee, a member of his/her immediate family or a business with which he/she or a member of his/her immediate family is associated.

**Contract.** An agreement or arrangement for the acquisition, use or disposal by the Commonwealth or a political subdivision of consulting or other services or of supplies, materials, equipment, land or other personal or real property. The term shall not mean an agreement or arrangement between the State or political subdivision as one party and a public official or public employee as the other party, concerning his/her expense, reimbursement, salary, wage, retirement or other benefit, tenure or other matters in consideration of his/her current public employment with the Commonwealth or a political subdivision.

**De minimis economic impact.** An economic consequence which has an insignificant effect.

**Financial interest.** Any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness.

**Governmental body.** Any department, authority, commission, committee, council, board, bureau, division, service, office, officer, administration, legislative body or other establishment in the executive, legislative or judicial branch of a state, a nation or a political subdivision thereof or any agency performing a governmental function.

**Governmental body with which a public official or public employee is or has been associated.** The governmental body within the State government or a political subdivision by which the public official or employee is or has been employed or to which the public official or

employee is or has been appointed or elected and subdivisions and offices within that governmental body.

**Honorarium.** Payment made in recognition of published works, appearances, speeches and presentations and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.

**Immediate family.** A parent, spouse, child, brother or sister.

**Income.** Any money or thing of value received or to be received as a claim on future services or in recognition of services rendered in the past, whether in the form of a payment, fee, salary, expense, allowance, forbearance, forgiveness, interest, dividend, royalty, rent, capital gain, reward, severance payment, proceeds from the sale of a financial interest in a corporation, professional corporation, partnership or other entity resulting from termination or withdrawal therefrom upon assumption of public office or employment or any other form of recompense or any combination thereof. The term refers to gross income and includes prize winnings and tax-exempt income. The term does not include gifts, governmentally mandated payments or benefits, retirement, pension or annuity payments funded totally by contributions of the public official or employee, or miscellaneous, incidental income of minor dependent children.

**Indirect interest in real estate.** Any business entity the assets of which are 80% or more in real property.

**Ministerial action.** An action that a person performs in a prescribed manner in obedience to the mandate of legal authority, without regard to or the exercise of the person's own judgment as to the desirability of the action being taken.

**Nonministerial actions.** An action in which the person exercises his/her own judgment as to the desirability of the action taken.

**Person.** A business, governmental body, individual, corporation, union, association, firm, partnership, committee, club or other organization or group of persons.



**Political subdivision.** Any county, city, borough, incorporated town, township, school district, vocational school, county institution district, and any authority, entity or body organized by the aforementioned.

**Public employee.** Any individual employed by the Commonwealth or a political subdivision who is responsible for taking or recommending official action of a nonministerial nature with regard to:

- contracting or procurement;
- administering or monitoring grants or subsidies;
- planning or zoning;
- inspecting, licensing, regulating or auditing any person; or
- any other activity where the official action has an economic impact of greater than a de minimis nature on the interests of any person.

The term shall not include individuals who are employed by this Commonwealth or any political subdivision thereof in teaching as distinguished from administrative duties.

**Public official.** Any person elected by the public or elected or appointed by a governmental body or an appointed official in the executive, legislative or judicial branch of this Commonwealth or any political subdivision thereof, provided that it shall not include members of advisory boards that have no authority to expend public funds other than reimbursement for personal expense or to otherwise exercise the power of the State or any political subdivision thereof.

**Represent.** To act on behalf of any other person in any activity which includes, but is not limited to, the following: personal appearances, negotiations, lobbying and submitting bid or contract proposals which are signed by or contain the name of a former public official or public employee.

**Solicitor.** A person elected or appointed to the office of solicitor for the political subdivision.

**Source.** Any person who is a provider of an item reportable when referring to a statement of financial interests.

### **III. FILING A STATEMENT OF FINANCIAL INTERESTS**

**Who must file:** The Public Official and Employee Ethics Act requires public officials and public employees to file Statements of Financial Interests.

Persons who serve as full or part-time solicitors are also required to file Statements of Financial Interests.

**Where to File:** Employees of county and local political subdivisions file **ONLY** with the governing authority of their political subdivision.

**When to File:** Public employees and public officials shall file **by NO later than May 1** of each year a position is held and of the **year after leaving** a position.

**What to File:** Filers are required to disclose financial information concerning the prior calendar year.

No dollar amounts are required for any of these items except for gifts and certain reportable expense payments/reimbursements. The information to be disclosed pertains only to the filer and includes:

The name, address (work or residence), and the public position(s) sought/held by the person filing.

The occupation or profession of the filer.

Real estate interests in which the Commonwealth or a political subdivision is involved.

**Creditors:** the name and address of the creditor and the *interest rate* for each debt in excess of \$6,500. Mortgages secured by the principal or secondary residence of the filer and loans extended between members of the immediate family need not be listed.

**Sources of income:** the name and address of each *direct or indirect source of income* totaling \$1,300 or more. Include the governmental body(ies) served, employers, and all other sources of income (gross income) meeting the applicable disclosure threshold. Include any payment, fee, salary, expense, allowance, forbearance, forgiveness, interest, dividend, royalty, rent, capital gain, reward, severance payment, prize winnings, and tax exempt income.

**DO NOT INCLUDE:** gifts; governmentally mandated payments/benefits; or retirement, pension or annuity payments funded totally by contributions of the official/employee.

**Gifts:** The name and address of each source of gift(s) of \$250 or more in the aggregate and the value and circumstances (including a description) of each such gift. Gifts from family members and certain friends are exempt. A gift is defined as anything that is received without consideration of equal or greater value, excluding (1) political contribution(s) otherwise reportable as required

by law; (2) commercially reasonable loan(s) made in the ordinary course of business; or (3) hospitality, transportation or lodging.

**Transportation, Lodging or Hospitality Expenses:** The name and address of the source and the amount of each payment/reimbursement by the source for actual transportation, lodging or hospitality expenses received in connection with the public position where such payments/reimbursements exceed \$650 in an aggregate amount for the reporting year. The filer is not required to report payments/ reimbursements made by a governmental body or an organization/association of political subdivisions in which the filer serves in an official capacity.

The term “hospitality” is defined to include meals, beverages, and recreation or entertainment. It does not include gifts, transportation, or lodging.

Any office, directorship or employment of any nature whatsoever in any business entity, regardless of compensation.

Any financial interest in any legal entity engaged in business for profit.

The term “financial interest,” is defined as “[a]ny financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness.” 65 Pa.C.S. § 1102.

The name and address and financial interest (see, definition above) held in a business which has been transferred to a member of the filer’s immediate family (parent, spouse, child, brother, sister) during the prior calendar year.

***Penalty for the Failure to File:*** Any person who fails to file a Statement of Financial Interests as required by the Ethics Act may be found guilty of a misdemeanor and may be fined not more than \$1,000.00 or imprisoned for not more than one year or be both fined and imprisoned. No public official shall be allowed to take the oath of office, enter or continue upon his/her duties, or be compensated from public funds unless he/she has complied with the requirements of the Ethics Act for filing Statements of Financial Interests. Any public official or employee who is required to file a statement and does not do so or who files a deficient statement may be penalized up to \$25 per day for each day said statement is delinquent or deficient, for a maximum of \$250.

***Public Inspection and Copying:*** All Statements of Financial Interests filed pursuant to the provisions of the Ethics Act shall be made available for public inspection and copying during regular office hours, and copying facilities shall be made available at a charge not to exceed actual cost.

#### **IV. RESTRICTED ACTIVITIES**

The Public Official and Employee Ethics Act sets forth certain restricted activities in which public officials and employees may not engage. These restrictions provide the basis upon which many Ethics Commission rulings are issued.

##### **A. Restricted Activities under the Ethics Act**

1. Conflict of Interest. No public official or public employee shall engage in conduct that constitutes a conflict of interest. A conflict of interest is defined as use by a public official or public employee of the authority of his/her office or employment or any confidential information received through his/her holding public office or employment for the private pecuniary benefit of himself/herself, a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Conflict" or "conflict of interest" does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official or public employee, a member or his/her immediate family or a business with which he/she or a member of his/her immediate family is associated.

2. Seeking Improper Influence. No person shall offer or give to a public official, public employee or a member of his/her immediate family or a business with which he/she is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the public official or public employee would be influenced thereby.

3. Accepting Improper Influence. No public official or public employee shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding of that public official or public employee that the vote, official action, or judgment of the public official or public employee or nominee or candidate for public office would be influenced thereby.

4. Honorarium. No public official or public employee shall accept an honorarium.

5. Contingent and Severance Payments

(a) No person shall solicit or accept a severance payment or anything of monetary value contingent upon the assumption or acceptance of public office or employment.

(b) This subsection shall not prohibit:

Payments received pursuant to an employment agreement in existence prior to the time a person is appointed for public office or makes application for public employment. Receipt of a salary, fees, severance payment or proceeds resulting from the sale of a person's interest in a corporation, professional corporation, partnership or other entity resulting from termination or withdrawal therefrom upon the assumption or acceptance of public office or employment.

(c) Payments made or received pursuant to paragraph (2)(i) and (ii) shall not be based on the agreement, written or otherwise, that the vote or official action of the prospective public official or employee would be influenced thereby.

6. Contract. No public official or public employee or his/her spouse or child or any business in which the person or his/her spouse or child is associated shall enter into any contract valued at \$500 or more with the governmental body with which the public official or public employee is associated or any subcontract valued at \$500 or more with any person who has been awarded a contract with the governmental body with which the public official or public employee is associated, unless the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the public official or public employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract. Any contract or subcontract made in violation of this provision shall be voidable by a court of competent jurisdiction if the suit is commenced within ninety (90) days of the making of the contract or subcontract.

Former Official or Employee. No former public official or public employee shall represent a person, with promised or actual compensation, on any matter before the governmental body with which he/she has been associated for one (1) year after he/she leaves that body.

Misuse of Statement of Financial Interests. No person shall use for any commercial purpose information copied from Statements of Financial Interests required by the Ethics Act or from lists compiled from such statements.

Voting Conflict. Where voting conflicts are not otherwise addressed by the Constitution of Pennsylvania or by any law, rule, regulation, order or ordinance, the following procedure shall be employed. Any public official or public employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his interest as a public record in a written memorandum filed with the person responsible for recording the minutes of the meeting at which the vote is taken, provided that whenever a governing body would be unable to take any action on a matter before it because the number of members of the body required to abstain from voting under the provisions of this section makes the majority or other legally required vote of approval unattainable, then such members shall be permitted to vote if disclosures are made as otherwise provided herein. In the case of a three-member governing body of a political subdivision, where one member has abstained from voting as a result of a conflict of interest and the remaining two members of the governing body have cast opposing votes, the member who has abstained shall be permitted to vote to break the tie vote if disclosure is made as otherwise provided above.

#### **Other Activities Restricted at the Charter School**

The Charter School Board of Trustees, Officers and employees shall also be restricted from engaging in the following activities:

Use confidential information, as defined by the Sunshine Act or the Board of Trustees, concerning property, personnel matters, or affairs of Charter School or its employees to advance the financial or other private interests of the Trustee, employee or others; nor shall Trustees and employees disclose confidential information except as directed by the Board of Trustees or a court of law. Nothing in this provision shall be interpreted as prohibiting the practice of “whistle-blowing.”

Solicit directly from other Trustee or employees, students or their parents, anything of value for the Trustee’s or employee’s personal benefit.

Purchase property of any kind from Charter School, either directly or indirectly, except in a manner approved by the Board of Trustees for the particular sale involved, unless 1) there is an open and public bid process, including public notice and subsequent public disclosures of all bids considered and contracts awarded, and 2) the Trustee or employee did not act in an official capacity in connection with the sale, and 3) the Trustee or employee was not privy to non-public information received in the course of his/her office or employment.

Use Charter School's name as leverage to enhance personal opportunities when dealing with others in political, investment, or retail purchasing activities.

Participate in the review and approval of publications or materials for Charter School purchase if the Trustee or employee is the author/editor of or has any financial interest in the sale of such publications or materials.

Refer a Charter School parent or student to a service, service provider or product in return for anything of value. Employees making referrals as part of their official duties shall make referrals to more than one provider of any non-unique service or product. For example, Charter School counselors shall refer parents or students to more than one counselor or provider of medical services where comparably qualified persons are available.

Advertise business or professional activities on Charter School property or use Charter School work hours, property or services to perform or promote personal or commercial enterprises or to campaign or raise money for any candidates for political office.

It is commonly recognized that there is a direct correlation between illegal or improper transactions and payments and inaccurate records. To guarantee the accuracy of Charter School's' books and records, the following principles shall be observed:

All transactions or conduct of Charter School business shall be properly reflected in Charter School's books;

Unrecorded funds, money or other assets of Charter School shall not be established or maintained;

Any payment is prohibited if no record of its disbursement is entered in Charter School's accounting records; and

False and/or fictitious entries in the books or records of Charter School or issuing false or misleading documents shall be prohibited.

Trustees and Officers should carefully scrutinize outside employment to avoid potential conflicts of interest and with regard to employees also. Specifically, no employee or Trustee shall tutor or counsel as a private enterprise, for compensation, pupils assigned to any class of Charter School to which the employee is assigned. Employees may tutor or counsel pupils enrolled in other schools unless such private enterprise conflicts with or impairs the proper discharge of official duties.

## **V. PENALTIES FOR VIOLATING THE ETHICS ACT**

### **Restricted activities violation**

Any person who violates the provisions of section 1103(a), (b) and (c) of the Ethics Act (relating to restricted activities) commits a felony and shall, upon conviction, be sentenced to pay a fine of not more than \$10,000 or to imprisonment for not more than five (5) years, or both.

### **Financial interests statement violation**

Any person who violates the provisions of section 1103(d) through (j), 1104 (relating to statement of financial interests required to be filed) or 1105(a) (relating to statement of financial interests) of the Ethics Act commits a misdemeanor and shall, upon conviction, be sentenced to pay a fine of not more than \$1,000 or to imprisonment for not more than one (1) year, or both.

### **Treble damages**

Any person who obtains financial gain from violating any provision of this chapter, in addition to any other penalty provided by law, shall pay a sum of money equal to three times the amount of the financial gain resulting from such violation into the State Treasury or the treasury of the political subdivision. Treble damages shall not be assessed against a person who acted in good faith reliance on the advice of legal counsel.

### **Impeachment and disciplinary action**

The penalties prescribed in this section do not limit the power of agencies or commissions to discipline officials or employees.

Any person who obtains a financial gain in violation of the Ethics Act may, in addition to the above penalties, be required to pay restitution plus interest to the appropriate governmental body.



In addition to any other civil remedy or criminal penalty provided for in the Ethics Act, failure to timely file a Statement of Financial Interests or filing of a deficient statement may result in a penalty of up to \$25 per day, for a maximum of \$250.

**NOTE:** A public official of a political subdivision who acts in good faith reliance on a written, non-confidential opinion of the political subdivision's solicitor, or upon such solicitor's opinion publicly stated at an open meeting of the political subdivision and recorded in the official meeting minutes, shall not be subject to the criminal penalties or the treble damage penalties of the Ethics Act.

## **VI. ADDITIONAL POLICY PROVISIONS**

### **A. Conflict of Interest Resolution**

1. In the event that a question of conflict of interest or the appearance of conflict of interest arises, a Trustee or employee should apprise his/her superior and the Board President who will investigate and report the fact of the inquiry and results of his investigation to the Chief Executive Officer and the Board of Trustees for resolution. A Trustee having a conflict question shall take it to the President of the Board of Trustees who, if he/she cannot resolve it, with counsel, will refer the question to the Board of Trustees for resolution.

2. Person who serves as an administrator for Charter School shall not receive compensation from another charter school or from a company that provides management or other services to another charter school in accordance with the Public School Code of 1949, 24 P.S. 17-1715-A.

“Administrator” shall include the Chief Executive Officer and all other employees who by virtue of their positions exercise management or operational oversight responsibilities.

A person who serves as an administrator shall be a public official as defined by 65 Pa. C. S. § 1101, *et seq.*

(3) A violation of this provision shall constitute a violation of 65 PA.C.S. § 1103 (a) and the violator shall be subject to the penalties imposed under the jurisdiction of the state ethics commission.

3. All violations of the foregoing policy are subject to appropriate censure or disciplinary action, including termination of employment and any penalties as prescribed by law.

4. Any contract or subcontract made in violation of this policy shall be voidable by the Board of Trustees and subject to termination for the Board's convenience.

## **VII. ADMINISTRATION OF THE POLICY**

The Board of Trustees shall adopt this policy and delegate to the Chief Executive Officer the responsibility for its administration throughout Charter School. It is the responsibility of all Trustees, Officers and representatives of Charter School to be familiar with this policy and to abide by the letter and spirit of its provisions at all times.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.**

# **Dogwood Charter School**

## **Student/Parent Handbook and Code of Conduct**

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## MISSION STATEMENT

For the children's sake, Dogwood Charter School cultivates a respectful learning organization based upon the belief that children are, foremost, persons. The nourishment of relationships, habits, and ideas through a Relational Education not only prepares students for future education, but also fosters within them an avid desire for a life of learning, enabling them to author their own lives confidently and resiliently.

## VISION

Our students will be proud of who they are, and what they will contribute to the community and the world. Through Relational Education, we are a school where students come to feed their minds and souls, love to learn and have the opportunity to learn to live a full life, rich in relationships with self, others, nature, and ideas. Students will leave the school knowing how to live, not just exist, and be prepared for college and for whatever their heart desires for the future.

All persons of the learning organization respectfully and collaboratively discipline, empathize, synthesize, ethical living, and creativity. As a result, children and adults increasingly discover the depth of their personhood, the satisfaction and joys of their heritage, and the heights they can reach in this community.

This learning environment is grounded in the following critical success factors:

❖ **The child is a person and must be respected.**

The child reasons, compares, imagines, dreams and works. Academic excellence goes hand in hand with "how much they care" to prepare the learner as a whole person, fit for any future vocation. Our teachers are masters of the "best practice" of respect, who depend upon the nurture of their relationship with each student for distinguishing effectiveness in small schools with intimate classes. Recognizing the learner as ultimately in charge of his own education, they seek to engage the child's whole self: body, mind and spirit, in the pursuit of knowledge, wisdom and virtue.

❖ **Children are educated through the restoration of Right Relationships.**

Our school ethos is of primary concern. In humility we work to foster for each member of the community, board, staff, student, and families, the right relationship to ideas and each other.

We recognize that all creativity and maturity proceeds from a foundation of discipline. Order and Beauty are cultivated by good habits and appropriate understanding of authority and responsibility.

True education is a life devoted to examining ideas and growing in understanding. The whole community of Dogwood Charter School models and supports this openness to continuous learning in the broad realms of the arts, humanities, mathematics and sciences.

❖ **Children are part of families and wider communities and cultures that all have stories.**

Hence History is an organizing principle of Dogwood Charter School, integrating all that is good and true and beautiful in our past with discernment for the present and creative approaches and inspiration for the future. We serve families and do not undermine them. We are a school of "human scale" aware of our local, national and global community.

❖ **Children relate naturally to story and retelling.**

As a learning community, we feed our minds with ideas through a rich, rigorous curriculum that drives us into a deep understanding of our subject matter. A child's natural propensity for language is enriched and developed with the use of the best literary works and artifacts of our traditions. Ultimately we encourage each student to add his or her individual voice to "The Great Conversation," imaginative and hopeful about the future. To that end, our studies are ordered, diverse, integrated, chronological and delightfully diligent.

❖ **Children's futures are dependent on a healthy understanding of their natural environment and of themselves as persons.**

An innovative discipline of nature study and science throughout the years inspiring "awe and wonder" supports our solid commitment to gathering learners who are committed to creative and imaginative approaches to local, national and global environmental concerns. Nourishing physical habits and training undergird our aspiration of engaging the whole child.

❖ **Children are assessed through organic and living means thereby allowing the teacher to see what a child knows.**

In an intimate environment where learner and teacher relationships are highly valued, "child watching" is a constant behavior of teachers. This daily assessment is combined with summative, end-of-term, assessments designed for children to tell what they know rather than be caught in what they don't know. Our practice results in an atmosphere of supportive encouragement, joyful study and learners prepared to take risks.

❖ **Teachers are persons, too; therefore professional growth is fostered by "living training" that is relational, transformative, doable and ennobling.**

Dogwood Charter School relies on the transforming power of ideas and an atmosphere of interactive personal discussion to foster teacher growth. Daily practice is examined, reviewed and challenged in a relational context that encourages and allows teachers to be ever more whole, thoughtful, and effective.

## EDUCATIONAL PROGRAM

### Relational Education Framework

A Relational Education, one based on Charlotte Mason's (1842-1923) framework, constitutes a learning community that relies on relationships, discipline, and concepts to help students meet state learning standards while also preparing them for a full life in a changing world. Mason did not see students and adults as automatons but as born persons who needed to know material and information to better live life. The goal is to learn knowledge for life application, not knowledge for knowledge's sake. This is what she hoped for students.

*"The Full Human Life.—I think we should have a great educational revolution once we ceased to regard ourselves as assortments of so-called faculties and realized ourselves as persons whose great business it is to get in touch with other persons of all sorts and conditions, of all countries and climes, of all times, past and present. History would become entrancing, literature, a magic mirror for the discovery of other minds, the study of sociology, a duty and a delight. We should tend to become responsive and wise, humble and reverent, recognizing the duties and the joys of the full human life.... when our ideal for ourselves and for our children becomes limited to prosperity and comfort, we get these, very likely, for ourselves and for them, but we get no more." (Mason)*

### EQUAL OPPORTUNITY

Dogwood Charter School will provide every child with equal educational opportunities regardless of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, physical abilities or marital status. No child will be excluded on such a basis from participating in, or having access to, any aspect of programming, student athletics, counseling services, extracurricular activities, or other school resources.

### Shared Values

The school and community of Dogwood Charter School believe that it is only through the cooperation of the parents and school that children develop their full potential. In light of this, the school and parents will work cooperatively to provide for the successful education of their children as follows. Dogwood's Expectations & the Title I Parent & School Compact for Academic Achievement is reviewed and signed each year by all students, parents/guardians, teachers, staff and board members of DCS. It includes the following agreements:

#### **The Student acknowledges, accepts responsibility, and agrees to:**

- Respect self, others, things, my community, our learning community and ideas.
- Develop a growth mindset, taking responsibility for actions, being honest and building trust.
- Actively engage in my education.
- Actively participate in the methods of relational education which includes circles, all types of narration, the grand conversation, and read aloud.
- Read nightly
- Actively participate and follow the guidelines for restorative practices, nurtured heart approach, instrument lessons, extra-curricular activities, service projects, internships, singing, and sports.
- Dress according to the dress code; and when I can't, I seek out help at school to solve the issue.
- Check in my electronic devices and/or phone upon arrival. Middle and upper school students either check in or keep in a bag at their own risk.
- Properly use things and care for the school community and environment.
- Make choices so as to respect and to protect the safety, interests, and rights of all the individuals in our community.
- Be prepared with all materials.
- Bring in only the following drinks: water, 100% juice, white milk, coffee/tea (9-12 grade only from 8:30-noon)

#### **Parent, Guardian acknowledges, accepts responsibility, and agrees to:**

- Respect the school community and the relational educational philosophy and practices.
- Support a growth mindset while adhering to these commitments in this pact and understand that failure to do so can adversely affect my child's overall experience.
- First resolve any issues with the individuals directly involved and then find more support from administration if needed.
- Attend Student-Led Conferences, Evening Collaborations, and Saturday Service Projects.
- Ensure that my child completes his/her nightly reading.
- Ensure that my child follows/adheres to the Dress Code; and when s/he can't, seek out help at school to solve the issue.
- Support the school's electronic device and phone policy.
- Ensure my child arrives at school ontime, attends school & is prepared with all materials needed.
- Support and encourage my child's participation and adherence to the guidelines for restorative practices, instrumental lessons, extra-curricular activities, service projects, internships, singing, and sports.
- Keep an open line of communication with the school by informing the school about absences, by asking questions, and by responding in a timely manner to school inquiries.

#### **Teacher, Staff Member, Administrator, Board of Trustees acknowledges, accepts responsibility, and agrees to:**

- Respect self, students, colleagues, others, things, my community, our learning community and ideas.
- Meet the needs of students, families and colleagues in ways true to who they are as persons.

- Study and implement the Relational Education approach as outlined by Charlotte Mason and the Charlotte Mason Institute Accreditation guidelines.
- Build a growth mindset in self and in students through reflective practices, feedback, and active engagement in my own education.
- Arrive by 8:15am or my designated time of arrival.
- Actively engage in restorative practices with students, families, and colleagues to build community and to restore relationships.
- Practice means holding High Accountability while giving High Support to all.
- Practice energizing positive actions in students, while choosing not to energize the negativity and addressing it with resets.
- Model the use of technology as an educational tool in the presence of students.
- Foster a safe, risk-taking environment with students and colleagues.
- Develop and nurture healthy habits in self and students.

## Parent Rights and Responsibilities

1. Enrollment
  - a. **Right:** Parents have the right to enroll their children in the Charter School, regardless of their district of residence, within the enrollment guidelines established by the Board of Trustees. Enrollment may not be denied on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, physical abilities or marital status.
  - b. **Responsibility:** Parents have the responsibility to ensure that their children who are enrolled in the Charter School attend school regularly, on time, and for the entire school day in accordance with state law and the policies set forth by the Board of Trustees.
2. Progress
  - a. **Right:** Parents have the right to receive regular official reports of their children's academic progress, through both written and oral communication.
  - b. **Responsibility:** Parents have the responsibility to assist the School and their children in achieving their academic potential, including planning a time and place for completing homework, ensuring the completion of assignments that are missed, and providing the necessary supervision while their children complete assignments. In addition, parents have the responsibility to attend and participate in all parent-teacher conferences.
3. Language Preference
  - a. **Right:** Parents have the right to receive any oral and written communication from the School in the language used by the family in the home. This right includes the right to have a translator present at any disciplinary proceedings commenced against their child.
  - b. **Responsibility:** Parents have the responsibility to inform the School when they need to receive oral and written communications in a language other than English. This responsibility includes the responsibility to notify the School if a translator will be necessary at any disciplinary proceedings commenced against their child.
4. Enforcement
  - a. **Right:** Parents have the right to ensure that the provisions of this Code are applied reasonably and fairly with respect to their children.
  - b. **Responsibility:** Parents have the responsibility to understand the rules set forth in this Code and to discuss expected behavior with their children, as well as to inform the Administration and/or Board of Trustees of their concerns regarding the application of this Code to their children in a calm and reasoned manner.
5. Involvement
  - a. It is the policy of Dogwood Charter School that all volunteers, including Parents/Guardians who have contact with the students and Parents/Guardians chaperoning school trips, are required to obtain, at their own expense, State and FBI Criminal History and Child Abuse Background Clearances. These clearances will be held in the school's main office and as otherwise required by law.

## Student Rights and Responsibilities

1. Education
  - a. **Right:** Students have the right to a public education, unimpaired on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, physical abilities or marital status.
  - b. **Responsibility:** Students have the responsibility to avoid actions or activities that interfere with other students' rights to an unimpaired public education.
2. Learning Environment
  - a. **Right:** Students have the right to an orderly school and classroom environment that will promote learning for all students.
  - b. **Responsibility:** Students have the responsibility to ensure that their actions do not disrupt the school or classroom environment, or school activities.
3. Expression
  - a. **Right:** Students have the right to express themselves in speech, writing and/or expression within the boundaries defined by federal and state law, and the policies established by the School. The right of public school students to freedom of speech is guaranteed by the Constitution of the United States and the Constitution of the Commonwealth of Pennsylvania. Students have

- the right to express themselves unless the expression materially and substantially interferes with the educational process, threatens serious harm to the school or community, encourages unlawful activity or interferes with another individual's rights.
- b. **Responsibility:** Students have the responsibility to ensure that their expression does not disrupt the educational process, present health or safety hazards, damage public property, infringe on the rights of others, or violate federal or state law, or the policies established by the School.
4. Possession and Distribution of Literature
    - a. **Right:** Students may use publications, handbills, announcements, assemblies, group meetings, buttons, armbands, and any other means of common communication, provided that the use of public school communications facilities shall be in accordance with the policies established by the Board of Trustees.
    - b. **Responsibility:** Students have the responsibility to be aware of the feelings and opinions of others and to give others a fair opportunity to express their views. Students have the responsibility to obey laws governing libel and obscenity and to be aware of the full meaning of their expression. Students have the responsibility to ensure that the literature they possess or distribute does not infringe upon the rights of others, and does not contain offensive language of a religious, racial or ethnic nature, or language that may be construed as harassing or obscene. Identification of the individual student or at least one responsible person in a student group is required on posted or distributed materials. Students must submit to the DOE for approval a copy of materials to be displayed, posted or distributed on school property prior to distributing them on school property.
      - i. Bulletin boards must conform to the following:
        - The DOE may restrict the use of certain bulletin boards.
        - Designated bulletin board space will be provided for the use of students or student organizations.
        - The DOE requires that notices or other communications be officially dated before posting, and that the materials be removed after a prescribed reasonable time to assure full access to the bulletin boards.
      - ii. School newspapers and publications must conform to the following:
        - Students have a right and are as free as editors of other newspapers to report the news and to editorialize within the provisions in paragraphs (4) and (5).
        - The DOE or designee shall supervise student newspapers published with school equipment, remove obscene or libelous material and edit other material that would cause a substantial disruption or interference with school activities.
        - School officials may not censor or restrict material simply because it is critical of the school or its administration.
        - Prior approval procedures regarding copy for school newspapers must identify the individual to whom the material is to be submitted and establish a limitation on the time required to make a decision. If the prescribed time for approval lapses without a decision, the material shall be considered authorized for distribution.
        - Students who are not members of the newspaper staff shall have access to its pages. Written criteria for submission of material by non-staff members shall be developed and distributed to all students.
      - iii. The wearing of buttons, badges or armbands shall be permitted as another form of expression within the restrictions of federal and state laws.
      - iv. The DOE or designee may set forth the time and place of distribution of materials so that distribution would not materially or substantially interfere with the requirements of appropriate discipline in the operation of the school.
      - v. A proper time and place set for distribution is one that would give the students the opportunity to reach fellow students. The place of the activity may be restricted to permit the normal flow of traffic within the school and exterior doors.
  5. Religion
    - a. **Right:** Students have the right to their own beliefs and the exercise of those beliefs to the extent that the exercise of those beliefs is consistent with state and federal laws.
    - b. **Responsibility:** Students have the responsibility to ensure that the exercise of religious freedom does not infringe upon the Constitutional rights and freedom of religious expression of others.
  6. Search and Seizure
    - a. **Right:** Students have the right to be free from unlawful searches and seizures of their personal property and possessions.
      - i. The DOE will adopt reasonable procedures regarding student searches.
      - ii. Illegal or prohibited materials seized during a student search may be used as evidence against the student in a school disciplinary proceeding.
    - b. When school authorities have reasonable suspicion that materials that pose a threat to the health, welfare or safety of students or the school community are in the possession of a student or contained within a student's belongings, school authorities may search the student's person and/or belongings to the extent that such a search is permitted by applicable state and federal laws.
    - c. **Responsibility:** Students have the responsibility to not possess materials, objects, implements and/or instruments that are prohibited by federal, state and/or local law or that may be disruptive or otherwise in violation of DCS policies.
  7. Peaceful Assembly
    - a. **Right:** Students have the right to peaceful assembly.
    - b. **Responsibility:** Students have the responsibility to secure approval for use of school facilities for assembly; to discuss with the DOE or designee the appropriateness of the facility for the function; and to ensure that assembly does not disrupt the educational process. Lack of adequate supervision shall be grounds for disapproval of the assembly



8. Transportation
  - a. **Right:** Students have a right to safe and orderly transportation to and from school or a school activity when transportation is provided.
  - b. **Responsibility:** Students have the responsibility to ensure that their conduct contributes to a safe and orderly atmosphere; to refrain from conduct which may cause a hazard to themselves, their fellow students, or to the public; and to refrain from violating federal, state and/or local laws, or school policy regarding transportation. Students who do not fulfill their responsibility may relinquish their right to transportation.

### Admission & Registration Requirements

Please also review the Enrollment Policy and Admissions Policy of DCS.

Parents must present the following information for registration:

1. Birth Certificate (any of the following may also be submitted: state issued birth certificate, notarized copy of birth certificate; baptismal certificate; a notarized or duly certified copy of the record of baptism showing the date of birth; notarized statement from the parents or another relative indicating the date of birth; a valid passport; a prior school record indicating the date of birth.)
2. Custody Papers (if applicable)
3. A copy of one of the following documents to use for residency verification
  - a. Utility bill ( electric or gas) or
  - b. Property tax bill or
  - c. PA Department of Transportation identification or driver's license or
  - d. PA Department of Transportation vehicle registration or
  - e. Copy of current State/Federal program enrollment
  - f. Copy of current pay stub with name and address of employee and employer or
  - g. Residency affidavit or
  - h. Government agency identification card or
  - i. Property Deed or
  - j. Lease or
  - k. Agreement of Sale
4. Parent Registration Statement regarding Suspensions/Expulsions
5. Complete immunization records.

### Transferring to another school

- Parents of transferring students must notify the enrollment coordinator or school secretary of the date of transfer and the name and address of the new school.
- Parents must sign a release for the transfer of records, including disciplinary records.
- Parents must sign a Parental Registration Statement upon enrollment indicating previous or current suspensions or expulsions from any public or private school of this Commonwealth or any other state for an action or offense involving a weapon, alcohol, or drugs; or for the willful infliction of injury to another person or for any act of violence committed on school property.

### Change of Address/Contact Information

- Parents must notify the school secretary in writing of any changes in contact information including: change of physical or mailing address, change of email address, change of any telephone numbers including home, mobile or work numbers.

## ATTENDANCE

### Absences

It is the responsibility of the parent/guardian to make arrangements with the teacher(s) for the completion of all missed school work. School assignments missed during the student's absence should be obtained from the teacher by notifying the school office.

Participation in class and in the school community as a whole is an essential component of a Dogwood Charter School education. Daily attendance is the foundation upon which students' successful mastery of class materials is based.

Frequent absences from class affect the student's ability to learn and the teacher's opportunity to teach. As a result, the student's progress towards mastery of the content and skills as well as social interactions will suffer.

Individual attendance and lateness figures are recorded on a student's official transcript, which is maintained in confidential office files. In the event that students graduate or transfer to another school, this information will be forwarded.

**Within three (3) school days** upon returning to school after an absence, students are required to present a note to the school office containing the dates of absence, the reason for the absence, and a parent/guardian signature with a contact number, otherwise the absence will be counted as unexcused.. Absences for reasons of illness, funeral, medical and dental appointments, religious observance or court appearances will be considered excused. Parents/Guardians are only allowed **ten (10) family notes per school year**, after which additional verification will be required.

Students who are absent due to illness more than 5 days in any given semester or 3 consecutive days are required to bring a doctor's note for

verification. Failure to do so may result in the absences becoming unexcused.

In order for family trips/vacations to be considered excused absences, a "Student Educational Trip Request Form" must be completed and turned into the administrative office **2 weeks in advance of the trip**. Excused educational trip days may not exceed 10 days per school year.

More than ten unexcused days in any given trimester will result in loss of credit for the course missed.

If a student has three (3) or more unexcused absences or unexcused tardies in a trimester, the student will be placed on probation. Students on probation are ineligible for extra-curricular activities which include field studies, athletics and clubs for 30 school days.

A student arriving at school after 10:00 am or leaving school before 1:00 pm will be marked as a half day's absence. Senior students in good standing who have intact Sign Out privileges may be exempt from this policy.

Attendance shall be required of all students enrolled in the school during the days and hours that the school is in session. The Executive Director may excuse a student for temporary absences when he/she receives satisfactory evidence of such mental, physical or other urgent conditions which may reasonably cause the student's absence.

### **Truancy**

Students are considered truant if they are not in school or class, unless their absence has been excused. DCS will notify parents in writing of unlawful attendance violations, dates and potential consequences. DCS will meet with families in a collaborative effort to establish a Truancy Elimination Plan. Once an Official Notice of Child's Illegal Absence letter is issued, DCS will report additional violations to the student's home school district of residence. Without further notice to the family, the home school district may file a citation for each offense with the local District Court. A student who has accumulated 3 unexcused/unlawful absences (or the equivalent) may also be referred to the DCS Board of Trustees for disciplinary action, up to and including expulsion.

The Truancy Elimination Plan (TEP) will be developed cooperatively with the student, parents, and any staff members the Student Coach deems necessary through a school-family conference, which is required upon the school's notice to the student's parent/guardian upon the third unexcused absence.

Pursuant to Chapter 11.24 of Title 22 of the Pennsylvania Code, students whose names are on the active membership roll, who are at any time in the school term absent from school for 10 consecutive school days, shall thereafter be removed from the active membership roll unless one of the following occurs:

1. The school has been provided with evidence that absence may be legally excused;
2. Compulsory attendance prosecution has been or is being pursued.

Missing field studies and school-sponsored activities are counted as an unexcused absence. If a student arrives late for a field study, he/she will be sent home, and this will be counted as an unexcused absence.

The following conditions are considered to constitute reasonable cause for absence from school:

1. **Serious Injury or Death in the Immediate Family:** The immediate family of a student includes, but is not necessarily limited to parents, grandparents, brothers and sisters.
2. **Medical or Dental Appointments:** A note from the medical professional is required to consider this absence as excused.
3. **Personal Illness or Injury:** A note from a medical professional is required.
4. **Quarantine:** An absence that is ordered by the local health office or State Board of Health.
5. **Court or Administrative Proceedings**
6. **Observance of a Religious Holiday:** If the religious tenets to which the student and/or his/her family adhere require observance of the holiday.
7. **Out of School Suspensions**
8. **Other Absences Approved by the ED, DOE, or designee.**

To the extent required by law, no student excused due to observance of a religious holiday shall be deprived of an award, eligibility to compete for an award or the opportunity to make up a test given on the religious holiday.

*Please be aware that calling your child out of school, or sending a note,  
does not necessarily mean the absence is excused.*

## **Truancy Handbook for Parents and Youth**

The following is information that every family should be aware of regarding truancy and how truant situations will be handled for the school year.

A) Procedures when a student is **truant**: The law defines “truant” as a student subject to compulsory attendance who has three or more school days of unexcused absences during the current school year.

- Within 10 days of the student’s third unexcused absence, the school will provide written notification that the student has been truant to the person in parental relation to the student. The school may offer an attendance improvement conference.
- If the student continues to accumulate unexcused absences after the written notice is provided, the school will convene a school attendance improvement conference. The school will invite the child, the person in parental relation to the child, other individuals identified by the person in parental relation who may be a resource, appropriate school personnel, and recommended service providers. The school will provide the parent with advance written notice of the meeting. The conference may occur if the parent declines to participate or fails to attend the scheduled conference after advanced written notice and attempts to communicate via telephone. The school will complete a written school attendance improvement plan to document the outcome of the conference.

B) Procedures when a student is **habitually truant**: The law defines “habitually truant” as six or more school days of unexcused absences during the current school year by a child subject to compulsory school attendance.

- When a child is habitually truant and under fifteen years of age at the time of the referral: The school will refer the child to a school-based or community-based attendance improvement program or to Allegheny County Children and Youth Services for services or for possible disposition as a dependent child.  
The school may file a citation in the office of the appropriate magistrate district judge against the person in parental relation of the student.
  - When a child is habitually truant and fifteen years of age or older at the time of the referral: The school will refer the student to a school or community-based attendance improvement program or file a citation with a magisterial district judge. If the student continues to incur additional unexcused absences after being referred to a school attendance improvement program as recommended through the school attendance improvement conference, the school may refer the child to Allegheny County Children and Youth Services.
- C) Upon receiving a truancy referral, Children and Youth will review the student’s attendance record and determine if an investigation is warranted based on the frequency of absences and the length of the time over which the absences occurred. If Children and Youth determines the student’s absences do not warrant an investigation, the agency will notify the district of their decision.
- D) Citations may not be filed if
- A school attendance improvement conference has not occurred.
  - A proceeding is already pending for violating compulsory school attendance.
  - A referral has been made to the County Children and Youth Services and the case is active with the Agency.
  - A petition has been filed alleging the child is dependent due to being habitually truant and the case remains under the jurisdiction of the juvenile court.

### **Penalties for Violation of Compulsory School Attendance:**

- Citations through the Magisterial District Justice Office can be issued to both the student and the parent. A person convicted of violating compulsory school attendance requirements may be sentenced to pay a fine not exceeding \$300, together with court costs, for an initial offense, not to exceed \$500, together with court costs, for a second offense and not to exceed \$750, together with court costs, for a third or subsequent offense. In addition, if the parents are issued a fine and they fail to pay the fine, the Magistrate can impose a jail sentence, not to exceed three days.
- Community Service can be ordered by the District Magistrate for both the parent and the truant youth.
- Student may be required to complete a school attendance improvement program.
- At their discretion, district judges may send the Department of Transportation a certified record of a student’s conviction for license suspension. Upon a first conviction the child’s operating privilege for operating an automobile will be suspended for 90 days. Upon a second or subsequent conviction, the child’s operating privileges will be suspended for six months. Children who do not yet have a driver’s license will be ineligible to apply for a license for the time periods of 90 days for the first conviction and six months for the second and any subsequent conviction.

· If a student is adjudicated dependent and continues to incur unexcused absences, the agency can recommend to the Court a weekend placement program. This program can be utilized for one weekend or as many as needed in order to encourage the student to attend school regularly. Students who are court ordered into a weekend placement program will be required to complete assignments provided by the school. In addition, the youth will complete chores and any physical requirements of the program.

### **Tardiness**

The Board of Trustees and Administration of DCS embrace the philosophy that students are expected to be on time for school every day. Punctuality at school is an extremely important part of each student's education and has carry-over implications for later life. Tardiness is a major factor in a student's lack of progress in school. Once a student falls behind in class, because of tardiness, it is difficult to catch up and quite often a student will develop a dislike for school, develop behavior problems and a lower self-concept. Something important happens each period, each day. It is important that all students are at school on time.

Daily attendance will be taken in the student's homeroom class.

- When late, the child must report to the administration building secretary's desk to sign in and to obtain a late slip, which s/he must present to his/her classroom teacher.
- Parents/guardians may not accompany students to their classrooms.
- A student will be considered tardy to school, unless he or she has a formal excuse (doctor's note, etc.).

### **Tardy and Unexcused Early Dismissal Policy**

To address tardiness and help students develop good habits, Dogwood has adopted the following Tardy Policy:

**Three (3) unexcused tardies / early dismissals** – If a student has 3 unexcused tardies or unexcused early dismissals, the parent/guardian will receive a letter from the Student Coach.

If a student has three or more unexcused tardies or unexcused early dismissals in a trimester, the student will be placed on probation. Students on probation are ineligible for extra-curricular activities which include field studies, athletics and clubs for thirty (30) school days.

**Seven (7) unexcused tardies/ early dismissals** – the parent/guardian will receive a letter from the Student Coach requiring the parent/guardian and student to meet with supporting persons of choice (friends, relatives, mentors) and the Student Coach to develop a Truancy Elimination Plan (TEP). The student will be placed on probation and will remain on probation for thirty (30) days, and the team will create an Academic Recovery Plan if necessary.

**Twelve (12) unexcused tardies / early dismissals** – the parent/guardian will receive a letter from the Student Coach requiring the parent/guardian and student to meet with supporting persons of choice (friends, relatives, mentors), the Student Coach, the Executive Director, and a member of the DCS Board of Trustees Truancy Committee to revise the Truancy Elimination Plan (TEP). The student will be placed on probation and will remain on probation for thirty (30) days and be assigned an Academic Recovery Plan developed at the meeting by the supporting team. Further, Summer School will be considered by the team.

**Fifteen (15) unexcused tardies / early dismissals** – the parent/guardian will receive a letter from the Student Coach to inform that the student will be referred to the Dogwood Board of Trustees Truancy Committee for possible expulsion.

### **Requesting an Early Dismissal**

Early dismissals may be requested for funerals, medical appointments, court appearances, and for other reasons as approved by the Executive Director or designee. Early dismissals are strongly discouraged.

- Such requests must be made no later than noon of the requested early dismissal.
- Students are to present a note to the school secretary listing the date, time and reason for dismissal, including a legal custodial signature with a phone number to confirm the early dismissal.
- A faxed dismissal will be permitted since it can be verified with a signature.
- If the school is unable to contact the parent in person or by telephone to confirm the early dismissal on the date of the dismissal, the student will not be permitted to leave the building.
- At the time of dismissal, the student must report to the reception desk to sign out of the building.
- The child must be signed in and out of school by the parent/guardian.
- No child is ever dismissed from school without the parent/guardian present. There is an exception for students with permission from the school to leave for sports activities. Emails will NOT be permitted.
- In the event that school is still in session after the appointment, the child is required to return to school.
- Students will be monitored on a case-by-case basis.
- When a pattern develops, parents will be contacted for a meeting before consequences are considered.

### **Inclement Weather**

Parents should always have an emergency plan in place on record at school should there be an early dismissal. If school is dismissed early due to inclement weather or an emergency, ALL extracurricular activities will be CANCELLED.

### **Illness during School Hours**

- It is the responsibility of the parent and/or guardian to ensure that a child attends school in good health and is prepared to learn. Lingering illnesses should be treated by a doctor.
- If a child becomes ill during the course of the school day, he/she should report to the School Nurse.
- If the child must be sent home, the parent or guardian will be called and is expected to come to school to pick up the sick child as soon as they can. Only an authorized adult (parent, guardian, or an adult listed on the 'Authorized Pick Up List' submitted by a parent or guardian) may pick up the child.
- It is imperative that all health information and records are current. Please contact the School Nurse if there are any changes in your child's health that must be addressed immediately.
- It is imperative that emergency cards are kept up to date so that a responsible adult can be reached at all times.

### **Educational Leave of Absence Policy**

A planned absence, which extends beyond three consecutive scheduled school days, requires a formal application process in advance according to Educational Leave of Absence Policy.

- A formal request must be made to the DOE 15 days prior to leaving, and must include:
- The dates, destination, and purpose of the trip, a description of the educational value, specific plans for enrichment, and arrangements that have been made for making up missed classroom work.
- Failure to follow Educational Leave of Absence Policy procedures without just cause may result in removal from the rolls.
- Planned absences that shorten the school year by coinciding with either the beginning or the end of the DCS school year are not permitted.
- Educational Leave of Absence will only be approved for up to ten days.

Educational Leave of Absence will not be approved if:

- A student has been absent without excuse for 10% of the school year already completed
- If it would put a student in excess of an accumulated 19 days of unexcused absence for the school year.

### **Homebound Instruction**

Students experiencing extended chronic illness may request homebound instruction.

Home/hospital instruction is designed for students who, due to injury or other medical reason as certified by a licensed physician, and are homebound or hospitalized for a period of three (3) weeks or more. Homebound instruction may not exceed 3 months unless a re-evaluation and documentation from the student's treating medical provider determines a basis for continuing homebound instruction. When a student receives homebound instruction, the student may be counted for attendance purposes as if in school. Home/hospital instruction cannot replicate classroom instruction and should be of the shortest duration possible. For further information, please contact the school nurse.

### **Field Studies:**

- Field studies are essential to supplement and support the Relational Education Method, and are part of the regular school day.
- Parental permission slips are required for each student who participates in this instructional activity.
- The DOE will determine the appropriate dress code variation if necessary.
- Parents/Guardians are expected to support the academic program of DCS by making certain that students are well prepared and attend all field studies as scheduled.
- A student's field study attendance may be affected by the student's poor choices regarding conduct.
- If a student arrives late for a field study, he/she will be sent home, and this will be counted as an unexcused absence.

## **RESTORATIVE PRACTICES AND CODE OF CONDUCT**

Student relationships have a significant impact on the school atmosphere. The question is: how do we help students create habits of healthy relationships? Restorative Practices is one method.

Restorative Practices is about focusing both students and teachers on strengthening and repairing relationships in the classroom and across the school community. The focus is also on how we prevent problems from occurring in the first place and what we need to do to ensure that practice and policy support this effort.

Students need to know the limits and need to know that someone will be with them to help solve problems when needed. The emphasis is on assisting the student to repair any harm they have done and helping them to take responsibility for their actions and putting into place strategies to avoid doing the same again. The student will be asked to work together with the person or persons harmed to fix the problem. In the end, students feel better about themselves and others and learn positive ways to resolve relationship problems. They also develop essential skills for life that, over time, ensure they grow into adults that are more likely to be socially responsible, better parents, team players, employees, and leaders.

Restorative Practices have been implemented in families, in schools, across school districts, and even throughout an entire town with dramatic results for over 30 years. Central to Restorative Practices at DCS is the use of logical and natural consequences to help students learn responsibility. A consequence is a result of something a person does. A natural consequence means what happens because of something a student does. A logical consequence is a result arranged by the school but logically related to what the student did. Natural and logical

consequences result from choices students make. In effect, they choose the consequence they experience. This is a powerful way of responding to children's poor choices that not only is effective in developing good habits but is respectful of students. The procedures and consequences described in this Code are designed to incorporate both Restorative Practices and logical/natural consequences.

## **REFLECTION ROOM**

In response to violations of the Code of Conduct, students may be required to step out of the school community for a time of reflection. This reflection is never in isolation. Rather the students given this assignment sit in a circle and answer some form of the following questions:

- What happened?
- What were you thinking at the time?
- What have you thought about since?
- Who has been affected by what you have done? In what way?
- What do you need to do to make things right?

These questions seek to elicit the story of the actions and events, the thoughts and feelings associated with those actions and events, and solutions for making things right, rather than assigning blame and seeking justifications for behavior. The questions create a feedback loop, so that students can hear how their actions have affected others, and encourage them to take responsibility for those actions.

If a student is in the Reflection Room they will listen to and participate in multiple circles throughout the day. This assignment is only given for repeated or serious violations. The intention being that given a time away from the school community the student may reflect on their choices, understand who has been affected, and take responsibility to repair any harm they have caused. Other consequences may be assigned based on individual student record and include, but are not limited to:

- o Loss of privileges;
- o Time in the Reflection Room;
- o Parent conference.

### **Reflection Room**

- A student may not be assigned to the Reflection Room unless the student has been informed of the reasons for the assignment and has been given an opportunity to respond before the assignment becomes effective.
- Communication to the parents or guardian shall follow the Reflection Room assignment taken by the school.
- When the Reflection Room assignment exceeds 10 consecutive school days, an informal hearing with the Executive Director or designee shall be offered to the student and the student's parent or guardian prior to the 11th school day in accordance with the procedures in the Pennsylvania Code.
- DCS has the responsibility to make provision for the student's education during the period of the Reflection Room Assignment.

## **NURTURED HEART AND CODE OF CONDUCT**

In addition to Restorative Practices, Dogwood Charter School uses the Nurtured Heart Approach, a method that focuses on building the inner wealth of children. Too often in life we focus on our mistakes and leave out the myriad positive choices that are made. For our children that have difficulties with executive functioning, our recognition of the positive must be relentless.

Nurtured Heart relies on its Three Stands, working in tandem, to create a cycle of positive reinforcement that aims to build strong relations. The Three Stands are:

1. Absolutely No
2. Absolutely Yes
3. Absolutely Clear

Stand one states "Absolutely No," meaning that when negative behaviors are observed, zero energy is given. This can be in the form of ignoring "junk behavior" that is not threatening, disrupting, or harmful, or using "resets." Resets are short moments in which the student resets his/herself and gets back on track. They are not embarrassing or demeaning, lasting a few seconds to (at most) a few minutes. Stand two states "Absolutely Yes," requiring the teacher to relentlessly recognize positive choices. Using different forms of genuine recognition, the teacher is able to make "mountains out of molecules," giving all of the energy to the greatness the child demonstrates. Stand three states "Absolutely Clear." The rules and expectations that are set in the school are clear and will be consistently and immediately enforced when violated. This allows students to feel comfortable in what is expected, feeling free to express themselves knowing exactly what the rules are.

## CODE OF CONDUCT AND DISCIPLINE

The intent of the rules, procedures, and consequences that follow is to explain how students will be held accountable for their behavior.

This Code applies to any conduct that occurs:

- On School Grounds at any time;
- Off School Grounds at any school activity, function or event;
- Off School Grounds when the conduct may reasonably be expected to
  - Undermine the proper disciplinary authority of the school;
  - Endanger the safety of members of the School Community;
  - Disrupt the school;
- While traveling to and from school, including but not limited to actions on any school bus, van or public transportation.

None of the consequences listed below will be applied in such a manner as to discriminate against any student based on race, sex, color, religion, sexual orientation, national origin or disability. The Administration of DCS will impose consequences for behavior that falls within the range of consequences for a particular violation of this Code. The severity and/or nature of the consequence imposed will be based on factors including, but not limited to, age of the student, number of prior offenses, disability, and/or severity of the violation.

DCS has the right to impose consequences for acts or behaviors that are not specifically delineated within this Code if those acts or behaviors threaten the health, safety and/or welfare of other members of the school community, or if those acts or behaviors disrupt the learning environment.

Various means may be used by school personnel to discourage or extinguish undesirable behaviors. Such means may include counseling the student; conferencing with the parent/guardian; assigning extra responsibilities at school; assigning community service; assigning a reflection time; out-of-school suspension for up to ten (10) consecutive school days, expulsion for a period that may from one day up to and including permanent expulsion.

Corporal punishment is defined as physically punishing a student for an infraction of the discipline policy. Use of corporal punishment is strictly prohibited by law and school policy. Teachers and school authorities may only use reasonable force under the following circumstances:

- To quell a disturbance.
- To obtain possession of weapons or other dangerous objects.
- For the purpose of self-defense.
- For the protection of persons or property.

### Levels of Misconduct

The following list of conduct categories represents a continuum of misbehavior based on the seriousness of the act and the frequency of occurrence.

**Level I:** The infractions classified at Level 1 are relatively minor and involve acts which only minimally interfere with the orderly conduct of the educational process.

**Level II:** At Level II, the seriousness of the misconduct remains a primary classification factor but the frequency of occurrence plays a significant role in determining the most appropriate disciplinary response.

**Level III:** At Level III, misconduct usually involves a serious action that shows disregard for the student, classmate, teacher, and/or the school.

**Level IV:** By contrast, Level IV misconduct involves extremely serious behavior or criminal acts that represent a direct and immediate threat to the welfare of individuals. Level 4 misconduct may require interventions by law enforcement authorities.

A minor misconduct appropriately classified at Level I could move to Level II, and subsequently Level III, if the act persists after several interventions have been attempted at a lower level. Although the seriousness of the infraction remains the same, the frequency of the occurrence requires it to be classified at a high level where a different set of disciplinary responses could be applied.

The following list of infractions and consequences/corrective action list serves as a general guideline for student conduct and discipline. DCS reserves the right to amend or modify any disciplinary consequences on a case by case basis as well as treat any infraction as a higher level infraction depending upon the circumstances, severity of the incident, and/or other factors deemed relevant by Administration. Repeated violations, regardless of whether they occurred in the same school year or in prior school years, may result in a violation being treated as a higher level offense and may warrant suspension, expulsion and/or other disciplinary consequences connected with higher level offenses as reasonably determined by DCS on a case by case basis.

The School's Code of Conduct and Discipline is kept on file in the school's main office and is available upon request.

**The consequences/corrective action for any level infraction may include, but is not limited to, any one or more consequences/corrective actions listed:**

**Level I Infractions:**

- Failure to obey directions from administrators, teachers or staff
- Violation of a specific classroom rule
- Violation of a specific teacher classroom rule
- Classroom/school disturbance/interruption/disruption
- Non-return or damage of school book(s)
- Hall violation or not having a hall pass
- Possession/eating/chewing of gum or candy
- Late to class
- Public Display of Affection
- Bathroom misconduct/procedure
- Failure to comply with any policy stated in this handbook or school or classroom rule
- Dress Code infraction

**Possible Level I Consequences/Corrective Actions:**

- Restorative Conversation
- Class or Small Group Circles may be used for problem solving
- Teachers may use a variety of in class consequences or redirection techniques
- A Logical or Natural Consequence
- A discipline referral
- Restorative Circle between the students involved
- Meeting with case worker or probation officer, where applicable and appropriate
- Assignment to Reflection Room

**Level II Infractions:**

Or repeated Level 1 Infractions (three or more)

- Disrespectful language/gesture
- Use of Profanity in word or gesture
- Possession of the following items during school hours:
  - iPod, mp3 player, or other personal listening device,
  - cell phone, smart watch
  - portable gaming device (psp, Nintendo DS, or similar)
  - electronic vaping devices
- Repeated violation of the Dress Code
- Disruptive bus behavior
- Failure to comply with any policy/procedure stated in this handbook

**Possible Level II Consequences/Corrective Action:**

- Restorative Conversation
- Class or Small Group Circles may be used for problem solving
- A discipline referral
- A Logical or Natural Consequence
- Meeting with caseworker or probation officer, where applicable and appropriate
- Assignment to Reflection Room
- Out of school suspension for up to ten consecutive days
- Placed on Probation

**Level III Infractions:**

Or repeatedly having Level II Infractions (three or more)

- Falsifying teacher or parent/guardian signature
- Cheating/plagiarism
- Bullying including physical, verbal and cyber forms
- Use of racial slurs or other derogatory terms
- Threatening another student, adult or DCS staff member
- Misuse of the computer or internet
- Use of a cell phone etc. or other electronic device during school hours without permission
- Skipping or "cutting" class
- Aggressive behaviors, including but not limited to hitting, pushing and shoving
- Disobedience to a teacher or other staff member
- Gambling or present at scene of gambling
- Lying/falsehood: including presentation of forged notes or passes
- Misuse of school property or property of others including computers, networks, web pages



- Threatening bodily harm or property damage
- Use of Obscene/Profane/Violent language or gestures
- Creation or Possession of Obscene/Violent writing, pictures or article

**Possible Level III Consequences/Corrective Action:**

- Restorative Conversation
- Class or Small Group Circles may be used for problem solving
- A discipline referral
- Formal Restorative Conference
- A Logical or Natural Consequence
- Meeting with caseworker or probation officer, where applicable and appropriate
- Assignment to Reflection Room
- Meeting/conference between student, counselor and parent/guardian
- Meeting/conference between student, teacher, DOE, Student Coach and parent/guardian
- Out-of-school suspension from school for up to ten consecutive days
- Referral to Board of Trustees Discipline Committee for possible expulsion
- Placed on Probation

**Level IV Infractions:**

Or repeatedly having Level I, II and/or III Infractions (three or more)

- Fighting
- Stealing/theft of school or private property
- Smoking/Using a vaping device
- Violation of Drug/Alcohol Policy including but not limited to possession, sale solicitation, use of illegal drugs or alcohol and transfer of legal medication or medical equipment to other students
- Possession and/or use and/or transfer of matches, lighters, laser pointers or any incendiary devices, dangerous weapons, alcohol, or illegal substances/drugs\*\*
- Tampering with fire alarm/extinguishers
- Terroristic threats and/or threats of death whether written, verbal or cyber in nature
- Harassment of another student, teacher, administrator or staff member, verbally, physically or through cyber mediums
- Counterfeiting
- Sexual harassment of another student, teacher, administrator or staff member
- Failure to reasonably comply with any school policy/procedure
- Unlawful assembly and/or riot
- Sexual molestation
- Illegal conduct and/or attempted illegal conduct
- Attempted or actual Possession/ use/sale/ solicitation of/manufacture and/or distribution of prescription or over the counter drugs or counterfeit drugs
- Attempted or actual Possession/use/sale/manufacturing/solicitation of/ and/or distribution of non-prescription drugs or counterfeit non-prescription drugs
- Attempted or actual Possession/use/sale/manufacturing/solicitation of and/or distribution or alcohol
- Threats of death or serious bodily injury– either written, electronic or verbal
- Vandalism or defacing or destruction of school property or property of another (includes writing on walls, etc.)
- Leaving school grounds without proper authorization
- Harassment of any kind: verbal, written or gestures
- Attempted or actual possession/use/sale/ and/or distribution of Tobacco products
- Attempted or actual possession/use/sale/solicitation of and/or distribution of lighters, matches, laser pointers and/or look-alike weapons
- Arson or attempted arson
- Assault and/or battery of an employee or student
- Other criminal acts in violation of local, state, or federal laws and/or regulations
- Actual or attempted Possession, use, manufacturing, growing, distribution, solicitation of and/or sale of illegal drugs and/or counterfeit illegal drugs, and/or controlled substances and/or drug paraphernalia
- Extortion, attempted extortion, robbery, burglary and/or larceny
- Actual or attempted possession, distribution, sale, use or lighting of fireworks, stink bombs, or other explosives
- Sexual Harassment and/or Sexual Assault and/or Sexual Battery
- Inappropriate student actions which indicate the use of drugs, alcohol, or other behavior altering substances
- Student actions that present a danger to the safety and well-being of themselves or others
- Threats of death or serious bodily injury– either written, electronic or verbal
- Violations of school's internet safety and/or acceptable use policies
- Other criminal acts in violation of local, state, or federal laws
- Actual or attempted possession, use, distribution, solicitation or sale of a firearm or dangerous weapon. Weapons include, but are not limited to: any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, and any other tool, instrument or implement capable of inflicting serious bodily injury\*\*
- Extortion, attempted extortion, robbery, burglary and/or larceny

- Hazing
- Possession, use, distribution, sale, lighting, or discharge of explosive or incendiary devices
- Possession of Dangerous articles, firearms, knives, metal pipes, sharpened implements, clubs, look-alike weapons, ammunition, etc.
- Molesting others
- Making unwanted sexual advances
- Forcing or attempting to force any other member of the school community to engage in any sexual act
- Engaging in any consensual sexual acts (for the purpose of this Code, sexual acts include, but are not limited to: intercourse, oral sex, groping, simulated sex) on school property, at a school function, on school transportation or at any school-related activity or trip;
- Trespassing
- Purposefully or recklessly endangering the health, welfare or safety of any member of the school community
- Threatening to endanger the health, welfare or safety of any member of the school community
- Causing or attempting to cause physical injury or pain to any member of the school community
- Causing or attempting to cause serious bodily injury to any member of the school community
- Engaging in any activity which can reasonably be expected to have the effect of harassing, threatening or damaging the safety or reputation of any member of the school community
- Actual or attempted Possession, Distribution, Sale or Use of Pornography (whether written or electronic)
- Violations of School Acceptable Use or Internet Safety Policy
- Repeated Violations of Attendance/Tuancy Policies

**Possible Level IV Consequences/Corrective Action:**

- Restorative Conversation
- Class or Small Group Circles may be used for problem solving
- A discipline referral
- Formal Restorative Conference
- A Logical or Natural Consequence
- Placed on Probation
- Meeting with caseworker or probation officer, where applicable and appropriate
- Assignment to Reflection Room
- Meeting/conference between student/school counselor and parent/guardian
- Meeting/conference/informal hearing between student, teacher, principal, Executive Director and parent/guardian
- Out of school suspension from school for up to ten consecutive days
- Referral to the Board of Trustees Discipline Committee for possible expulsion from school, up to and including permanent expulsion

**\*\*Note:** With regard to possession/use/transfer of devices/substances listed above, the Public School Code states, “A student shall not possess on their person, in their belongings, or in any storage space provided by the school, any tool, instrument, implement or weapon capable of causing serious injury or death. Such weapons, include, but are not limited to, firearms, knives, razors, stun guns, BB guns, starter pistols, harmful biological or toxic substances, explosives, or fireworks with the potential to injure or devices which may cause a fire.”

As a result, the Pennsylvania Public School Code requires the school to refer for expulsion “any student who is determined to have brought onto or is in possession of a weapon on any school property, any school-sponsored activity or any public conveyance providing transportation to school or school-sponsored activity.”

Accordingly, DCS administration shall do the following:

- The student shall be detained
- Any Safe Schools violation shall be reported to the police immediately
- The parents/guardians shall be notified
- The student shall be suspended
- A report to PDE and/or School District will be filed to the extent required by applicable laws/regulations.
- The student will be recommended to the Board of Trustees for expulsion.
- The Board of Trustees may decide to expel the student or impose some lesser penalty after a hearing held in accordance with the due process procedures below.

## SUSPENSION/EXPULSION PROCEDURES

### Out of School Suspension and Expulsion

Exclusion from the school community may take the form of suspension or expulsion.

1. Suspension is exclusion from school for a period of 1 to 10 consecutive school days.
  - a. Suspensions may be given by the Executive Director or designee
  - b. A student may not be suspended until the student has been informed of the reasons for the suspension and given an opportunity to respond. Prior notice of the intended suspension need not be given when it is clear that the health, safety or welfare of the school community is threatened.
  - c. The parents or guardians will be notified immediately in writing when the student is suspended.
  - d. When the suspension exceeds 3 school days, the student and parent shall be given the opportunity for an informal hearing consistent with the requirements of the Pennsylvania Code.
  - e. Suspensions may not be made to run consecutively beyond the 10-school-day period.
  - f. Students shall have the responsibility to make up exams and work missed while being disciplined by suspension and shall be permitted to complete these assignments within guidelines established by the governing board.
2. Expulsion is exclusion from the school community by the governing board for a period exceeding 10 school days and may be permanent expulsion from the school rolls. Expulsions require a prior formal hearing pursuant to the Pennsylvania Code.
  - a. During the period prior to the hearing and decision of the board in an expulsion case, the student shall be placed in his normal class except as set forth in subsection (d).
  - b. If it is determined after an informal hearing that a student's presence in his normal class would constitute a threat to the health, safety or welfare of others and it is not possible to hold a formal hearing within the period of a suspension, the student may be excluded from school for more than 10 school days. A student may not be excluded from school for longer than 15 school days without a formal hearing unless mutually agreed upon by both parties. Any student so excluded shall be provided with alternative education, which may include home study.
  - c. Students who are under 17 years of age are still subject to the compulsory school attendance law even though expelled and shall be provided an education.
  - d. The initial responsibility for providing the required education rests with the student's parents or guardian, through placement in another school, tutorial or correspondence study, or another educational program approved by the DOE or designee.
  - e. Within 30 days of action by the board, the parents or guardians shall submit to the school written evidence that the required education is being provided as described in paragraph (1) or that they are unable to do so. If the parents or guardians are unable to provide the required education, the school entity shall, within 10 days of receipt of the notification, make provision for the student's education. A student with a disability shall be provided educational services as required by the Individuals with Disabilities Education Act 2004.
  - f. If the approved educational program is not complied with, the school entity may take action in accordance with 42 Pa.C.S. Chapter 63 (relating to the Juvenile Act) to ensure that the child will receive a proper education. See § 12.1(b) (relating to free education and attendance).

### Expulsion Hearings

1. General: Education is a statutory right, and students shall be afforded due process if they are to be excluded from the school community. In a case involving a possible expulsion, the student is entitled to a formal hearing.
2. **Formal Hearings:** A formal hearing is required in all expulsion actions. This hearing may be held before the board or an authorized committee of the board, or a qualified hearing examiner appointed by the board. When a committee of the board or a hearing examiner conducts the hearing, a majority vote of the entire board is required to expel a student. The following due process requirements shall be observed with regard to the formal hearing:
  - a. Notification of the charges shall be sent to the student's parents or guardians by certified mail.
  - b. At least 3 days' notice of the time and place of the hearing shall be given. A copy of the expulsion policy, notice that legal counsel may represent the student and hearing procedures shall be included with the hearing notice. A student may request the rescheduling of the hearing when the student demonstrates good cause for an extension.
  - c. The hearing shall be held in private unless the student or parent requests a public hearing.
  - d. The student may be represented by counsel, at the expense of the parents or guardians, and may have a parent or guardian attend the hearing.
  - e. The student has the right to be presented with the names of witnesses against the student, and copies of the statements and affidavits of those witnesses.
  - f. The student has the right to request that the witnesses appear in person and answer questions or be cross-examined.
  - g. The student has the right to testify and present witnesses on his own behalf.
  - h. A written or audio record shall be kept of the hearing. The student is entitled, at the student's expense, to a copy. A copy shall be provided at no cost to a student who is indigent.
  - i. The proceeding shall be held within 15 school days of the notification of charges, unless mutually agreed to by both parties. A hearing may be delayed for any of the following reasons, in which case the hearing shall be held as soon as reasonably possible:
    - Laboratory reports are needed from law enforcement agencies.
    - Evaluations or other court or administrative proceedings are pending due to a student invoking his rights under the Individuals with Disabilities Education Act 2004 (20 U.S.C.A. § § 1400—1482).
    - In cases in juvenile or criminal court involving sexual assault or serious bodily injury, delay is necessary due to the

condition or best interests of the victim.

- j. Notice of a right to appeal the results of the hearing shall be provided to the student with the expulsion decision.
3. **Informal Hearings:** The purpose of the informal hearing is to enable the student to meet with the appropriate school official to explain the circumstances surrounding the event for which the student is being suspended or to show why the student should not be suspended.
  - a. The informal hearing is held to bring forth all relevant information regarding the event for which the student may be suspended and for students, their parents or guardians and school officials to discuss ways by which future offenses might be avoided.
  - b. The following due process requirements shall be observed in regard to the informal hearing:
    - Notification of the reasons for the suspension shall be given in writing to the parents or guardians and to the student.
    - Sufficient notice of the time and place of the informal hearing shall be given.
    - A student has the right to question any witnesses present at the hearing.
    - A student has the right to speak and produce witnesses on his own behalf.
    - The school entity shall offer to hold the informal hearing within the first 5 days of the suspension.

All hearings will take place before a qualified hearing examiner or authorized committee of the Board who will consider the evidence presented by Administration and the student in connection with a formal hearing and will make a recommendation to the Board of Trustees.

### **Electronics**

K-6th grade students may bring one electronic device to school - including, but not limited to: cell phones, smartwatches, tablets, gaming devices, etc. The device must be checked in and locked in a cabinet when the student arrives at school and may be picked up upon leaving school.

7th-12th grade students have two options for storing their cell phones and electronic devices.

1. Cell phones and electronic devices - including, but not limited to: cell phones, smartwatches, tablets, gaming devices, etc - are to be signed in with the school and kept in the school's locked cabinet, to be picked up at the end of the school day; OR
2. Students can keep these devices in their personal book bags.

Students who choose to bring a cell phone or other electronic device to school, and especially if a 7<sup>th</sup>-12<sup>th</sup> grader chooses to store these items in their book bags instead of the locked cabinet, do so at their own risk. Dogwood Charter School is not responsible or liable for any lost or stolen articles.

Students are not permitted to use any electronic devices during school hours, including after morning drop off at the school and before afternoon pickup for home transportation, without permission. All other rules apply regarding cell phones, as indicated in this Student Handbook. As always, students may use the schoolhouse phone for emergency calls after first obtaining permission from school personnel.

## **ANTI-HARASSMENT POLICY**

DCS will not tolerate or condone the existence of a hostile or offensive school environment in which sexual harassment and/or harassment based on race, color, national origin, religion, age, disability or sexual orientation are present. DCS is committed to ensuring that the school environment is free of all forms of harassment. Harassment and sexual harassment are offenses subject to disciplinary consequences as outlined in the Behavior and Legal Violations sections that follow.

### **Definitions**

**Harassment** includes offensive verbal or physical conduct based on an individual's race, gender, color, national origin, religion, age, disability or sexual orientation where such conduct has the purpose or effect of interfering with an individual's academic performance or creates an intimidating, hostile or offensive school environment. Includes, but is not limited to: ethnic intimidation, threats, jokes, visual representations, dissemination of materials, graffiti, use of derogatory language or actions about any race, religion, culture, disability, color, national origin, age, or sexual orientation.

**Sexual harassment** includes sexually oriented verbal "kidding"; pressure for sexual activity; remarks to an individual with sexual or demeaning implications; unwelcome sexual touching or advances; gestures; suggestions; requests or demands for sexual favor or activity; verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's school experience; submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting the individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's academic performance or creating an intimidating, hostile or offensive school environment. Sexual activity between Dogwood Charter School employees (permanent or temporary, including contract service providers) and students is strictly prohibited. Any sexual activity between an employee and a student constitutes prohibited sexual harassment under this policy.

### **Reporting:**

- Any individual who believes he or she has been subject to sexual harassment and/or unlawful harassment must report the matter immediately to the Executive Director or the DOD if the harasser is the Executive Director. Reports may be provided in writing or verbally.
- There shall be no retaliation against any person who has, in good faith, complained of sexual harassment or other unlawful harassment

or discrimination, reported a grievance, assisted in the reporting of a grievance, served as a witness or representative of the grievant, rejected sexual advances or harassment by others or who has otherwise taken any reasonable action to stop sexual harassment or other unlawful harassment.

- Any individual who believes he or she has been subjected to retaliation must report the matter immediately to the Executive Director or to the DOD if the harasser is the Executive Director.
- The reporting of an alleged incident shall remain strictly confidential within the bounds of any legal and investigative requirements. The confidentiality and rights of the accused shall be similarly respected.

## **ANTI-BULLYING POLICY**

### **Purpose**

The Board of Trustees recognizes the importance of a safe school environment to the educational process of Dogwood Charter School. The Board has determined that a safe and civil environment in school is necessary for students to learn and to achieve high academic standards. Bullying, like other disruptive or violent behaviors that disrupt both a student's ability to learn and a school's ability to educate its students in a safe environment, is prohibited at DCS. Because students learn by example, school administrators, faculty, staff, students and volunteers are directed to demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying.

### **Definitions**

Bullying is defined as an intentional electronic, written, verbal or physical series of acts directed at another student or students, which occurs in a "school setting" or occurs outside of school.

1. conduct materially and substantially interferes with the educational process or program in the school, as allowed by law;
2. that is severe, persistent or pervasive;
3. and has the effect of doing any of the following:
  - a. substantially interfering with a student's education;
  - b. creating a threatening environment; or
  - c. substantially disrupting the orderly operation of the school.

School setting shall mean:

1. in the school, on school grounds, on school property, at any school testing sites or other sites used by the school,
2. on the school's server or school's electronic, web-based, Internet or on-line programs,
3. in school vehicles, at designated bus stops
4. any activity sponsored, supervised or sanctioned by the school
5. any time spent necessarily traveling to and from these locations

Additionally, any student whose out-of-school conduct interferes materially and substantially with the educational process in the school is also subject to this Policy.

### **Authority**

The Board prohibits all forms of bullying by district students. The Board encourages students who have been bullied to promptly report such incidents to the Student Coach or Director of Education.

The Board directs that complaints of bullying shall be investigated promptly, and corrective action shall be taken when allegations are verified. Confidentiality of all parties shall be maintained, consistent with the district's legal and investigative obligations. No reprisals or retaliation shall occur as a result of good faith reports of bullying.

### **Delegation of Responsibility**

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

The DOE/Student Coach shall ensure that this policy and administrative regulations are reviewed annually with students.

The Board directs the DOE/Student Coach or designee to develop:

1. procedures and administrative regulations necessary to implement this Policy
2. procedures for investigating reports of bullying incidents
3. prevention, intervention and education strategies related to bullying.

### **Guidelines**

#### **Standards for Student Behavior**

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents and guardians, staff and community members of the school, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school and community property on the part of students, staff and community members.

Students shall conduct themselves in a manner in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students, school staff, volunteers, and contractors.

### **Bystander Inaction**

Because bystander support of bullying can bolster these behaviors, the school prohibits both active and passive support for acts of bullying.

1. The staff should encourage all students to refuse to engage in these acts and to report them immediately to an Administrator of the school.
2. All acts of bullying will be addressed by the Student Coach and an incident report shall be provided, documenting the occurrence and outcome.

### **Consequences of Bullying**

Consequences and appropriate remedial actions for a student who commits an act of bullying:

1. shall be unique to the individual incident and will vary in method and severity according to:
  - a. the nature of the behavior
  - b. the developmental age of the student
  - c. the student's history of problem behaviors and performance
2. may range from:
  - a. Restorative Practices and other positive behavioral interventions
  - b. assignment to the Reflection Room for Restorative Work
  - c. in-school or out-of-school suspension from the charter school
  - d. and/or expulsion or other disciplinary removal from the charter school
3. must be consistent with the school's approved code of student conduct
4. remedial measures shall:
  - a. be designed to correct the poor choice
  - b. prevent another occurrence of the behavior
  - c. protect the victim of the act
  - d. restore relationship

### **Employee Bullying**

In the case of an employee who commits one or more acts of bullying, consequences and appropriate remedial actions may range from Restorative Practices and other interventions, up to and including suspension, and/or termination.

### **Reporting Bullying Incidents**

The Board requires the DOE or Student Coach to be responsible for receiving complaints alleging violations of this Policy.

1. All school employees are required to report alleged violations of this Policy to the DOE or Student Coach.
2. All other members of the school community, including students, parents, volunteers, and visitors are encouraged to report any act that may be a violation of this Policy.
3. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report without further investigation.

### **Determination of Violation**

The Board requires the DOD or designee to be responsible for determining whether an alleged act constitutes a violation of this Policy.

1. The DOD or designee shall conduct a prompt, thorough, and complete investigation of each alleged incident.
2. An investigation is to be conducted within three school days after a report or complaint is made known to the DOD.
3. The DOD or designee shall make a report to the DOE regarding the incident and subsequent consequences.

### **Retaliation Prohibited**

The Board prohibits reprisal or retaliation against any person who reports an act of bullying. The consequences and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the DOD after consideration of the nature, severity, and circumstances of the act.

1. The consequences and appropriate remedial action for a person found to have falsely accused another of bullying may range from Restorative Practices and other positive behavioral interventions up to and including suspension and/or expulsion.
2. Consequences and appropriate remedial action for a school employee found to have falsely accused another of bullying shall be disciplined in accordance with school policies, procedures and agreements.

### **Annual Dissemination and Review of Policy**

1. The Board requires DCS to annually disseminate this Policy to all school staff, students and parents, along with a statement explaining that it applies to all applicable acts of bullying that occur in school, on school property, at school-sponsored functions, or in a school vehicle.
2. The Board further requires school officials to ensure that this Policy and procedures for reporting bullying incidents are reviewed with the students within ninety (90) days after the Policy is adopted, and at least once each school year thereafter.

### **Compliance with State and Federal Statutes**

1. Dogwood Charter School will comply with applicable federal and state laws relating to bullying, including but not limited to those requirements delineated in the Charter School Law, Chapter 12 of Title 22 of the Pennsylvania Code and the applicable House Bill 1067 Public School Code amendments relating to bullying.
2. Dogwood Charter School will comply with applicable federal and state laws, including Chapter 711 of Title 22 of the Pennsylvania

Code and applicable provisions of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) and its applicable implementing regulations regarding the discipline of special education students and thought-to-be eligible students who engage in an act of bullying.

3. Dogwood Charter School will further comply with applicable federal and state laws regarding protecting students with handicaps and applicable sections of Section 504 of the Rehabilitation Act and its applicable implementing regulations.

## **TO REPORT AN ACT OF BULLYING**

Director of education  
Dogwood Charter School

### **Written Policies**

Charter School's written policy on Anti-Bullying is public record and will be posted to the DCS website.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.**

## **ACADEMIC INTEGRITY POLICY**

Students are encouraged to develop relationships with persons, places and things that are introduced to them through their curriculum and through relationships at school. It is through these relationships of caring and knowing that children should view the world. Cheating and poor academic integrity destroys these relationships which, in turn, destroys the culture of the school by destroying trust among students and between students and teachers. Trust must be restored so that relationships are restored.

Students shall identify a problem he or she might have and ask for help to solve them. But, to cheat in school is to show academic dishonesty. It is a habit that cannot go unnoticed or undealt with. It is harmful to the community and it is particularly harmful to the individual who does not exercise academic integrity. It creates an unfair, unintellectual and uncaring environment. Therefore it cannot be allowed to continue. A culture of any sort and particularly a school culture would suffer tremendously if the habit of cheating is allowed to go unnoticed or unchallenged.

Students shall take credit for their own work and when it is less than hoped for such work becomes a learning and growing experience. Students acknowledge the work of others and never try to give themselves credit for work someone else has done. Students collaborate with others as specifically directed and authorized to do so by the supervising adult.

Students are encouraged to report academic dishonesty to a teacher, counselor or administrator.

Therefore at Dogwood Charter School we value knowledge for its own sake, intellectual honesty, artistic honesty, creative honesty, personal truthfulness, and the opinions and creations of others.

The following actions may be considered as acts of cheating: plagiarism; talking during an examination or any type of assessment; copying another's assignments, tests, examinations, or allowing others to copy your work; open books or notebooks during an assessment; cheat sheets; passing notes during an assessment; copying files from computers that is not your work and printing it out or turning it in as your own work when it was produced by another person; having someone do your work for you such as homework, projects, etc; stealing examination questions, selling examination questions or any type of assignment to another person; altering a grade whether it is on a report card, a computer or a grade book; taking an examination for someone else; using bribery, blackmail or threats to intimidate in the pursuit of a better grade; possession of a cell phone during an examination or class work.

## **Responsibilities of teachers, students, parents and administrators**

### **Student Responsibilities:**

- Read, understand and know the DCS academic policy.
- Ask clarifying questions of your teachers or the Student Coach or DOE.
- Report to your teacher privately if cheating is taking place and explain how it is done.
- Do not copy the work of others on paper or in digital format.
- Do not use any kind of aids to accomplish an assignment other than those approved by your teacher.
- Do not work with others unless instructed to do so.
- Do not use cheat sheets at any time.
- Keep your eyes on your own paper during any work you are assigned to do.
- Be sure to clarify with your teacher what aids you are allowed to use.
- Do not talk during any kind of an assessment unless specifically given permission by your teacher.
- Do not copy tests or any kind of assessment and do not give them to others.

- If you take an examination, do not tell others the questions that are on the examinations, especially those who take the examination after you.
- When doing work with others, do your share.

#### **Teacher Responsibilities:**

- Review the DCS Academic Policy with each class each term.
- Review with students the range of possible consequences for violations of the academic integrity policy.
- Address the use of study aids, if they are used.
- Be clear about when and how students are to collaborate.
- Be watchful of students when they are working.
- Watch for differences in students' work to determine if it is caused by cheating.
- Immediately deal with any kind of academic integrity violation.
- Report immediately to other teachers any communication you receive about cheating in their classrooms.
- Report any reports of academic integrity violations in your own classroom to the Student Coach.
- Be sure to review with students when they are allowed to discuss an examination or any other type of assessment.
- Complete a discipline referral for all violations of the Academic Integrity Policy.

#### **Parent Responsibilities:**

- Read, understand and know the DCS Academic Integrity Policy.
- Review the policy with your child(ren).
- Remind your child(ren) that compliance with the DCS Academic Integrity Policy is required
- Support the consequences imposed by the Teacher, Student Coach, or DOE.
- Remind and require your child(ren) to do their own work.
- When you help students complete a work assignment, ensure that the work remains their own.

#### **Student Coach / Administrator Responsibilities:**

- Make available to all members of the school community a copy of the DCS Academic Integrity Policy located in the Student Handbook.
- Encourage and facilitate discussions about the DCS Academic Integrity Policy.
- Administer fair and consistent consequences for offenses of the Academic Integrity Policy.
- Maintain record of Academic Integrity Policy offenses

### **Procedures and Consequences**

#### **Procedures**

All parties concerned --students, parents, teachers, and administrators--are to understand that the teacher's professional judgement will determine whether a violation of the Academic Integrity Policy has occurred.

When a student has violated the Academic Integrity Policy or a clearly stated policy of the classroom teacher these procedures are to be followed:

1. The teacher is to complete a discipline referral and consult with the Student Coach.
2. The teacher will then meet with the student who is charged with academic dishonesty. They will review the Academic Integrity Policy together and the teacher will help the student understand how they have violated the policy.
3. The teacher will inform the parent or guardian.
4. The Student Coach will make sure the incident is recorded on the student's permanent record.
5. The Student Coach will determine if this is the student's first or subsequent offense.
6. The Student Coach will apply the appropriate consequences to the student based on the consequences listed below.

#### **Consequences**

- Restorative Conversation
- A discipline referral
- The violation is noted on the student's permanent record.
- Contact the parent or guardian
- Assignment to Reflection Room.
- Placed on Probation
- Formal Restorative Conference.
- Affected feedback by the teacher on narrative report cards.
- Teachers and Administrators may decline to write a letter of recommendation for the student for any purposes such as college, awards,



- scholarships, etc.
- Meeting with a caseworker or probation officer, where applicable and appropriate.
- Parents may request the involvement of the school counselor.

### **Consequences for Second or More Violations**

May include any of the above as well as any of the following:

- Formal Restorative Conference.
- Placed on probation
- Possible placement of a letter of the cheating event will be placed in the student's academic file and sent off with any requests by schools, colleges, or other organizations.
- Affected narrative for the content area in which the cheating occurred and comments on the report card related to citizenship.
- Exclusion from participating in any extracurricular activities including clubs, athletics, etc.
- Out of school suspension from school for up to ten consecutive days
- Referral to the Board of Trustees Discipline Committee for possible expulsion from school, up to and including permanent expulsion.

### **Narrative Report Cards**

Dogwood Charter Schools K-12th grade narrative report cards inform the student and parents about the growth, mastery, effort and achievement of each student during each trimester, focusing on mastery of PA and Relational Ed Standards.

- The portfolio is shared with the parents by the student during the Student Led Conferences after the completion of terms 1 and 2.
- Third term's narrative report cards are mailed home.

### **Middle and Upper School Portfolio Assessment**

Dogwood practices Portfolio Assessment to demonstrate student growth and to evaluate final progress. If a student demonstrates mastery of concepts, content and skills, then they pass the course and receive credit toward graduation. If the student does not demonstrate mastery, then they will be placed on academic recovery until mastery is accomplished.

To measure mastery, students do not earn and receive a grade. Instead, they develop a portfolio in each class that has evidence of growth and progress. It is full of student work, rubrics, reflection sheets, videos of performances, exams, etc. At the end of the term, the student presents the portfolio and narrative report card to the parents, and then the student develops goals for future growth.

Though Dogwood uses this practice, not all schools nor colleges and trade schools do. Thus, Dogwood uses a system to translate the narratives and the rubrics into grades when they are required by a scholarship, college, trade school or other school of higher education. In such cases, students and families should see an administrator.

Children are persons and don't need marks and prizes to learn. They have insatiable learning, and marks can diminish their love for knowledge while fostering other desires. Charlotte Mason stated in her book, *Towards a Philosophy of Education*:

I inferred that one of these, the Desire of Knowledge (Curiosity) was the chief instrument of education; that this desire might be paralysed or made powerless like an unused limb by encouraging other desires to intervene between a child and the knowledge proper for him; the desire for place,—emulation; for prizes,—avarice; for power,—ambition; for praise,—vanity, might each be a stumbling block to him. It seemed to me that we teachers had unconsciously elaborated a system which should secure the discipline of the schools and the eagerness of the scholars,—by means of marks, prizes, and the like,—and yet eliminate that knowledge-hunger, itself the quite sufficient incentive to education. (Mason, 1923, p.11)

Research supports Mason's conclusions and offers other reasons to use authentic portfolio assessment rather than traditional grades or "marks." The following information was gathered by the Missouri Department of Elementary and Secondary Education:

"Students at all levels see [traditional] assessment as something that is done to them by someone else—out of their control or circle of influence. Most often, they do not acknowledge knowing any evaluation criteria beyond the letter grade or percent correct recorded on their work. Portfolios bridge this gap by providing a structure for involving students in developing and understanding criteria for good work and through the use of critical thinking and self-reflection, enable students to apply these criteria to their own work efforts and that of other students'. Through the use of Portfolios, students are regularly asked to examine how they succeeded or failed or improved on a task or set goals for future work. No longer is the learning just about the final product, evaluation or grade but becomes more focused on students developing metacognitive skills that will enable them to reflect upon and make adjustments in their learning in school and beyond."

Research has found that students in classes that emphasize improvement, progress, effort and the process of learning rather than grades and normative performance, are more likely to use a variety of learning strategies and have a more positive attitude toward learning. Ames, Carole and Archer, Jennifer. "Achievement Goals in the Classroom: Students' Learning Strategies and Motivation Processes Journal of Educational Psychology," 1988. American Psychological Association, Inc.

**What is a Student Portfolio?** A portfolio is best described as **a purposeful collection of student work that tells the story of the student's efforts, progress, or achievement in a content area.**<sup>ii</sup> "Purposeful" describes the way that student work is selected and is indicative of the story you want the portfolio to tell.

**A portfolio serves many purposes:**

- It highlights or celebrates the progress a student has made;
- it captures the process of learning and growth;
- it helps place students academically; or,
- it can also showcase the final products or best work of a student.

Ultimately, a portfolio is not just the pile of student work that accumulates over a quarter, semester or year.

**A portfolio is different from a folder in that it includes:**

- o Explicit guidelines for selection
- o Comprehensible criteria
- o Clear objectives
- o Selective and significant pieces
- o Students' self-reflection pieces
- o Evidence of student participation in selection of content
- o Students' self-evaluation

Instead, it is a very intentional process: both teacher and student must be clear about the story the portfolio will be telling, and both must believe that the selection of and reflection upon their work serves one or more meaningful purposes. Although approaches to portfolio development may vary, in an effective portfolio the student must be an active participant involved in constructing the story of his or her journey academically through the portfolio process of selecting, organizing and reflecting."

(from "Guidance for Using Student Portfolios in Educator Evaluation" retrieved August 15, 2018)

### **Promotion**

- Attendance affects promotion.
- Upper School students must earn the minimum credits per year to be promoted to the next grade level.
- Lower and Middle school students must meet expectations in the majority of their subjects to be promoted.

### **Notification Regarding Failure to Meet Expectations**

Parents can expect the following if a student is in danger of failing:

- Teachers are expected to communicate with parents regarding any issue of non-performance.
- Parents are also responsible for checking on student progress.

### **Dogwood Charter School Diploma**

Upper School students who have earned 21 credits, have completed Dogwood's graduation requirements and have completed the PA Keystone Exams will receive a DCS diploma. Students with IEPs and/or Section 504 Plans will be required to meet the goals and/or conditions therein to receive a diploma and graduate. Effective with the graduating class of 2023, students have the option to demonstrate postsecondary preparedness through one of four additional pathways as defined by the PA department in education that more fully illustrate college, career, and community readiness. Students not meeting Dogwood Charter School and/or state requirements will NOT receive a diploma. Please refer to the Graduation Requirements of DCS.

### **Special Education**

Special Education is the individually planned and systematically monitored arrangement of teaching procedures, adapted equipment and materials, accessible settings, and other interventions designed to help learners with special needs achieve the greatest possible personal self-sufficiency and success in school and community.

The DCS Special Education program provides a full continuum of services to students with special needs who require specially designed instruction. What that means is that, depending on the needs of your child, he/she may receive support within the general education classes,

receive additional resource support outside of the general education classes, or receive their instruction in the learning support classes for all or some of their academic subjects. A certified special education teacher supports students within the general education classes by collaborating and/or co-teaching with the general education teachers.

### **Summer School**

Successful completion of all work is required for promotion to the next grade level. Students who need a course or need extra support in a certain subject area may be required to take summer school to be promoted.

### **CHILD FIND POLICY**

The Executive Director and DOE, or designee shall ensure that children with disabilities, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

The Child Find duty includes children who are suspected of being a child with a disability under Section 300.111 of the federal regulations that implement IDEA 2004 and in need of special education, even though they are advancing from grade to grade; and highly mobile children, including migrant children, wards of the state and parentally placed private students, as appropriate.

### **Public Outreach Awareness System**

The Executive Director or designee shall ensure that the following public awareness activities occur concerning programs and services for children with disabilities who are applying for enrollment at DCS or who attend DCS:

- DCS shall publish annually a written notice in means accessible to the DCS families, including: in this Handbook and on the DCS website.
- The Notice must also be made available in means accessible to the public, such as:
  - DCS Administrative office, in the DCS special education office, in a newspaper of general circulation, through local Intermediate Units and/or through other generally accessible print and electronic media;
  - With the board meeting minutes a description of: child identification activities, of DCS special education services and programs, of the manner in which to request services and programs, and of the procedures followed by DCS to ensure the confidentiality of student information pertaining to students with disabilities pursuant to state and federal law.

A copy of the Annual Public Notice of Special Education Services and Programs and Rights for Students with Disabilities and Notification of Rights under the Family Educational Rights and Privacy Act are attached to this Handbook and are also available on the DCS website.

### **Health Services Protocol**

#### **School Nurse Services:**

School Nurse services are provided throughout the school year. The school nurse provides health care in the nurse's office for acute illnesses/injuries occurring in school. The school nurse is not licensed to diagnose illness or injury. If you have a medical concern regarding your child, contact the child's health care provider directly.

Hearing screening will be completed in grades K-5.

Vision screening is completed in grade K-12

Scoliosis screening is completed in grades K-12.

The school nurse will maintain your child's health record and notify parents/guardians if there are any documents needed.

The school nurse will maintain a record of your child immunizations and notify you if your child does not meet the Department of Health requirements.

Any student that becomes ill or is injured during the course of the school day should report to the health room. The student will be assessed and treated as necessary. If the school nurse feels that it is necessary to send the student home the parent will be called and make arrangements for the student to be transported home. If the school nurse is unable to reach the parent, the emergency contact will be notified. If the school nurse feels that the injury requires emergency treatment the parent/guardian will be notified and EMS will be called.

## **Health Office / School nurse sick student protocol**

If your child presents to the school nurse with the following symptoms, the parent/guardian will be contacted to transport the child home:

- A temperature of 100 degrees or greater
- Vomiting
- Communicable diseases such as pink eye, chicken pox, measles, mumps, impetigo, ringworm, etc.
- Diarrhea
- Head lice
- Allergic reaction
- Severe injuries
- Any medical condition that requires further attention
- Possible concussion with symptoms
- Severe asthma attacks
- Severe sore throat with fever
- Diabetic reactions
- Seizures (parent will be notified and make decision with collaboration of nurse and parent/guardian)
- Rash with persistent itching
- Severe persistent coughing
- In any situation that the school nurse deems it necessary to send the student home

If your child presents to the school nurse with the following symptoms the parent/guardian will not be contacted and the child will be returned to class:

- Minor playground injuries requiring no more than a band aid such as scrapes, scratches
- Band-aid applications or changes
- Temperature of less than 100 degrees with no other symptoms
- Headache with no additional symptoms
- Upset stomach with no additional symptoms
- Splinter removal

The school nurse will contact parents/guardians by phone, note or both if your child has an injury that may require monitoring or follow-up by your healthcare provider.

## **Medication Administration**

Whenever possible medication should be administered before and after school hours. If a medication is to be given three (3) times a day the recommended schedule of administration should be, before school, after school and at bedtime.

Prescription and over the counter medication will only be administered during school hours if the parent/guardian provides the following. These must be completed prior to medication administration:

- A written order from a physician for the prescribed medication and/or over the counter medication.
- A completed medication consent form, signed by parent/guardian and health care provider.

The medication must be in its original, unopened container properly labeled with the student's name, medication name, dosage, route and frequency to be given.

A parent/guardian or designated adult must bring the medication to the health office to be signed in by the school nurse.

All medication is to be maintained in the school nurse office. Medications will be administered by authorized personnel only. Parents/Guardians are responsible to notify the school nurse for any changes or discontinuation of medications.

No student is to carry medication of any kind, prescription or over the counter, to school with them, except students that have had the appropriate forms completed and signed to self-carry emergency medications.

## **Self-Carry Medications:**

Prior to allowing students to self-carry medications, the student must demonstrate the following and the parent/guardian must provide the following:

- An order from a licensed prescriber for the medication, including a statement that it is necessary for the student to carry the medication and the student is capable of administering the medication.

- A completed authorization for self-carry by student's emergency medications form.
- The student shall demonstrate administration skills and responsible behavior to the nurse.
- The student shall tell the nurse if the medication is used.

Emergency medications include epinephrine (EPI-PENS), Asthma inhalers and glucagon

### **Immunization requirements**

On the first day of school, unless the child has a medical or religious/philosophical exemption, a child must have had at least one dose of the following vaccines or risk exclusion:

#### **For attendance in all grades children will need the following:**

- 4 doses of tetanus, diphtheria and acellular pertussis (1 dose on or after the 4th birthday)
- 4 doses of polio (4th dose on or after 4th birthday and at least 6 months after previous dose)
- 2 doses of measles, rubella and mumps
- 3 doses of hepatitis B
- 2 doses of varicella (chickenpox) or evidence of immunity

#### **For attendance in 7th grade:**

- 1 dose of tetanus, diphtheria, acellular pertussis on the first day of 7th grade(tdap)
- 1 dose of meningococcal conjugate vaccine on the first day of 7th grade (MCV)

#### **For attendance in 12th grade:**

- 1 dose of MCV on the first day of 12th grade. If one dose is given at 16 years of age or older, that shall count as the 12th grade dose.

If a child does not have all the doses listed above, needs additional doses and the next dose is not medically appropriate, the child must provide a medical plan within the first week of school or risk exclusion.

The school nurse's role is to support student learning. The nurse accomplishes this by implementing strategies that promote student and staff health and safety. The nurse plays an integral role in the following programs:

- Health education
- Healthy environment
- Nutritional services
- Physical education/activity
- Counseling/mental health
- Staff wellness

#### **To assist in the health of your child please be sure to check the following:**

- Check your child every day before school to see if they are feeling well.
- If your child has a fever, is vomiting, has diarrhea please keep them home for 24 hrs.
- Encourage your child to report symptoms of not feeling well to teachers or to report to the nurse's office.
- Be sure to provide your child with adequate amounts of fresh air, sleep and a well-balanced diet.

- Teach your child to cover their mouth if coughing and to use hand sanitizer after he/she sneezes or coughs.
- Teach your child to wash their hands after using the restroom and before meals.
- Be sure that your child is properly dressed for the weather. As long as it is safe at DCS our students go outside throughout the day.

Although the primary responsibility rests on the parent/guardian for the health of the child, the school nurse is here to assist you and your child. For any health related questions or concerns please feel free to contact the school nurse.

***These guidelines are designed for the safety of your child and are strictly enforced. If you have any questions/concerns please contact the school nurse.***

#### **Pink Eye Protocol**

Students who appear to have pink eye will be sent home after their parents are called. The child will only be readmitted once it has been confirmed in writing through a doctor's note to the School that the child has been seen by a physician and is receiving appropriate treatment.

### **MEAL CHARGE POLICY**

#### **I. Purpose:**

- The goal of the Dogwood Charter School Food Service Program is to provide students access to nutritious no- or low-cost meals each school day.
- However, unpaid charges place a large financial burden on our school. The purpose of this policy is to ensure compliance with federal requirements for the USDA Child Nutrition Program, and to provide oversight and accountability for the collection of outstanding student meal balances.
- The intent of this policy is to establish procedures to address unpaid meal charges at Dogwood Charter School. Dogwood Charter School provides this policy as a courtesy to those students in the event that they forget or lose their meal money. Charging of items outside of the reimbursable meals (i.e. requesting a second meal or a la carte milk without an existing positive account balance or the ability to pay on the day of service) is expressly prohibited.

#### **II. Policy:**

- **Free Meal Benefit** – Free eligible students will be allowed to receive a single free lunch each day. Any purchase of a second lunch on the same day must be prepaid or paid for the day of service at the paid meal price and may not be charged. Free eligible students will be allowed to receive a single free breakfast each day. Any purchase of a second breakfast on the same day must be prepaid or paid for the day of service at the paid meal price and may not be charged.
- **Reduced Meal Benefit** – Reduced eligible students will be allowed a single lunch and a single breakfast each day at the published reduced price. A student will be allowed to charge meals. The charge meals offered to students will be the same reimbursable meals that are available to all students. Any purchase of a second breakfast or a second lunch on the same day must be prepaid or paid for the day of service at the paid meal price and may not be charged. Parents/Guardians are responsible for payment of all charged meals.
- **Full Pay Students** – Students will pay for meals at the school's published paid meal rate each day. If a student is without meal money on a consistent basis, the administration will investigate the situation more closely and take further action as needed. If financial hardship exists, parents and families are encouraged to apply for free or reduced price lunches for their child(ren) if applicable. A student will be allowed 1 lunch and 1 breakfast per day. The charge meals offered to students will be the same reimbursable meals that are available to all students. Parents/Guardians are responsible for payment of all charged meals.
- Parents/Guardians are responsible for meal payment to the food service program. Discreet notices of low or deficit balances will be given to parents/guardians at regular intervals during the school year.
- Students/Parents/Guardians may pay for meals in advance via the school office by check or cash. Funds will be maintained in a student account. Any remaining funds for a particular student will be carried over to the next school year.
- **Refunds for withdrawn and graduating students:** A written or emailed request for a refund of any money remaining in their account must be submitted. Students who are graduating at the end of the year will be given the option to transfer remaining funds to a sibling's account with a written request.
- **Unclaimed Funds** must be requested within one school year. Unclaimed funds will then be deposited into the Dogwood Charter School Food Service Program account.

- Balances Owed: Collection of owed balances will follow the procedures set forth in the Administration section.
- Any outstanding charge balances at the time of implementation of this policy are considered delinquent debts.

### III. **Scope of Responsibility:**

- Program staff is responsible for maintaining charge records and notifying the student's parent/guardian.
- The Parent/Guardian is responsible for immediate payment or working out a payment plan with the Programs Coordinator.

### IV. **Administration:**

- Families are encouraged to apply for free and reduced price meal benefits. Any family that falls into a negative balance will receive a written notification to encourage them to apply for free or reduced price meal benefits.
- Families are encouraged to prepay for meals and check/cash is accepted in the school office daily. Payment on the day of service by check or cash is also accepted. Written notification of prepayment options occurs at the beginning of each school year, is given to each new transfer student, and is posted on the school website.
- Families will be notified of the school Meal Charge Policy in writing before the school year begins and with each new transfer student. This policy will also be posted on the school website.
- Families will also be notified immediately regarding any revisions made to the Meal Charge Policy.
- A letter of notification will be sent when a student has charged \$10 or more. A Free and Reduced lunch application will accompany this initial notification
- If a child has money to purchase a reduced price or paid meal at the time of the meal service, the child must be provided a meal. The Dogwood Charter School Food Service Program may not use the child's money to repay previously unpaid charges if the child intended to use the money to purchase that day's meal.
- Long-term payment plans for households with a negative balance may be established. Unpaid meal charges may be carried over at the end of the school year as a delinquent debt and collection efforts may continue into the new school year. When local officials determine further collection efforts for delinquent debt are useless or too costly, the debt must be reclassified as "bad debt".
- Debts more than 90 days old and over \$50 will be forwarded to a collections agency.

### **Written Policies**

Charter School's written policy on Meal Charges is public record.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.**

## **COMPUTER AND TECHNOLOGY ACCEPTABLE USE POLICY**

### **Purpose**

Dogwood Charter School relies on its computer network to conduct business and student learning. To ensure appropriate use of the school's Computer Resources, Dogwood Charter School has created this Computer Usage Policy (the "Policy").

It is every computer User's (as defined below) duty to use the Computer Resources responsibly, professionally, ethically and lawfully. Access to these resources may be designated a privilege, not a right.

### **Definitions**

From time to time in this Policy, we refer to terms that require definitions:

The term "Computer Resources" refers to the DCS computer network. Specifically, computer resources, whether owned or leased, including, but not limited to: host computers, file servers, application servers, communication servers, mail servers, fax servers, web servers, workstations, stand-alone computers, laptops, tablets software, data files, and all internal and external computer and communications networks (for example: Internet commercial online services, value-added networks, e-mail systems) that may be accessed directly or indirectly from our computer network.

The term "Users" refers to all employees, independent contractors, consultants, temporary workers, students, family members and other persons or entities that use our computer resources.

## **Policy**

The Computer Resources are the property of Dogwood Charter School. Users are permitted access to the computer system to assist them in the performance of their jobs and academic purposes. Occasional, limited, and appropriate personal use of the computer system is permitted when the use does not: (1) interfere with the User's work performance or academic performance; (2) interfere with any other User's work performance or academic performance; (3) have undue impact on the operation of the computer system; (4) violate any other provision of this policy or any other policy, guideline, or standard of DCS. At all times, Users have the responsibility to use Computer Resources in a professional, ethical, and lawful manner.

Use of the computer system is a privilege that may be revoked at any time. In using or accessing our Computer Resources, Users must comply with the following provisions:

### **No Expectation of Privacy**

The computers and computer accounts given to Users are to assist them in the performance of their jobs and for academic purposes. Users do not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to Dogwood Charter School and should be used primarily for Dogwood Charter School's business and academic purposes.

### **Online Activities Are Monitored**

Network monitoring tools are used to "police" Computer Resources of all Users. (Examples: VNC, PC Anywhere, Remote Control and Hyena). Teachers are required to monitor their student's activities while using the Computer Resources in all learning environments.

### **Waiver of Privacy Rights**

Users expressly waive any right of privacy in anything they create, store, send, or receive on the computer or through the Internet or any other computer network. Users consent to allowing personnel of Dogwood Charter School to access and review all materials Users create, store, send, or receive on the computer or through the Internet or any other computer network. Users understand that Dogwood Charter School may use human or automated means to monitor use of their Computer Resources.

### **Prohibited Uses**

Without prior written permission from DCS, Computer Resources may not be used for dissemination or storage of commercial or personal advertisements, mass mailings, solicitations, promotions, destructive programs (that is, viruses or self-replicating code), political material, downloading non-academic related media, plagiarism, hacking or any other unauthorized or illegal use.

### **Inappropriate or Unlawful Material**

Material that is fraudulent, harassing, sexually explicit, pornographic, violent or advocates violence, profane, obscene, intimidating, threatening, defamatory, discriminatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other forms of electronic communication (such as bulletin board systems, newsgroups, chat groups) or accessed, reviewed, displayed on or stored in DCS Computer Resources. Users encountering or receiving this kind of material have the responsibility to immediately report the incident to their teacher or direct supervisor.

### **Spoofing and Spamming**

Users may not, under any circumstances, use "spoofing" or other means to disguise their identities in sending e-mail or other electronic communication via bulletin boards, newsgroups, or chat groups. Without express permission from Dogwood Charter School, Users may not send unsolicited ("spamming") e-mails to persons with whom they do not have a prior relationship or bona fide Dogwood Charter School business purpose.

### **Misuse of Software**

Without prior written authorization from the Dogwood Charter School, Users may not do any of the following: (1) copy software for use on their home computers; (2) provide copies of software to any independent contractors or clients of Dogwood Charter School or to any third person; (3) modify, revise, transform, recast or adapt any software or (4) reverse-engineer, disassemble, or decompile any software. Users who become aware of any misuse of software or violation of copyright law have the responsibility to immediately report the incident to their teacher or direct supervisor.

### **Communication of Trade Secrets**

Unless expressly authorized by DCS, sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or other confidential information of DCS is strictly prohibited. Unauthorized dissemination of this information may result in substantial civil liability as well as severe criminal penalties.

### **Other Unacceptable Uses:**

Unless expressly authorized by DCS, the following are also unacceptable uses of Computer Resources, as defined herein:

- Users may not use Computer Resources to access material that is profane or obscene (pornography of any kind), that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature).
- Users may not post personal information on the Internet about themselves or other people. Personal contact information includes address, telephone, school address, work address, pictures or video bites, clips, blogs, social networking information, etc.
- Students may not agree to meet with someone they have met on the Internet without their parent's approval and participation.
- Users may not attempt to gain unauthorized access to any other computer system. This includes attempting to log in through another



person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing," "snooping," or "electronic discovery".

- Users may not deliberately disrupt or harm hardware or systems, interfere with computer performance, interfere with another's ability to use equipment and systems, or destroy data.
- Users may not use Computer Resources to engage in illegal acts, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of a person, etc.
- Users may not use the Computer Resources to solicit information with the intent of using such information to cause personal harm or bodily injury to another or others.
- Users may not post information that could endanger an individual, cause personal damage or a danger of service disruption.
- Users may not knowingly or recklessly post false or defamatory information about a person or organization.
- Users may not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other Users.
- Users may not indirectly or directly make connections that create "backdoors" to DCS, other organizations, community groups, etc. that allow unauthorized access to the Computer Resources or DCS.
- Users may not use obscene, profane, lewd, vulgar, rude, inflammatory, hateful, threatening, or disrespectful language.
- Users may not engage in personal attacks, including prejudicial or discriminatory attacks.
- Users may not bully or harass another person. Harassment is persistently acting in a manner that distresses or annoys another person.
- Users may not re-post a message that was sent to them privately without permission of the person who sent them the message.
- Users may not forward or post chain letters or engage in "spamming". Spamming is sending an annoying or unnecessary message to a large number of people.
- Users will not install or reproduce unauthorized or unlicensed software on Computer Resources.
- Users may not plagiarize works that they find on the Internet or other resources.
- Users may not use Computer Resources for private business activities or unreasonable personal use.
- Users may not use Computer Resources for political lobbying except to the extent allowed by applicable state or federal laws.
- Students will not download files unless approved by their teacher.
- Students will follow the directions of their teachers and administrators when using Computer Resources and will obey all school rules regarding Computer Resource and Internet usage.

### **Student Code of Conduct Applies**

Student behavior on Computer Resources is also governed by the behavioral expectations which appear in Dogwood Charter School's Student Code of Conduct.

Teachers and other staff members will make every attempt to monitor and guide students toward appropriate materials and the use of the system. It is understood that access to the Computer Resources is a privilege, not a right. Failure to abide by the rules in this document could result in the revocation of access privileges, disciplinary action (including suspension or expulsion from DCS), or legal action, as deemed appropriate. Parents/guardians or perpetrators may be billed for damages to equipment. Illegal activities will be referred to the appropriate law enforcement agency. Actions warranting suspension or expulsion will be subject to the due process procedures outlined in the Student Code of Conduct.

## **PASSWORDS**

### **Responsibility for Passwords**

Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed, stored online, or given to others. Users are responsible for all transactions made using their passwords. No User may access the computer system with another User's password or account.

### **Passwords Do Not Imply Privacy**

Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that Users have an expectation of privacy in the material they create or receive on the computer system. Dogwood Charter School has global passwords that permit access to all material stored on their computer system regardless of whether that material has been encoded with a particular User's password.

## **SECURITY**

### **Accessing Other User's Files**

Users may not alter or copy a file belonging to another User without first obtaining permission from the owner of the file. Ability to read, alter, or copy a file belonging to another User does not imply permission to read, alter, or copy that file. Users may not use the computer system to "snoop" or pry into the affairs of other Users by unnecessarily reviewing the files and e-mail.

### **Accessing Other Computers and Networks**

A User's ability to connect to other computer systems through the network or by a modem does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the administrators of those systems.

### **Computer Security**

Users may not attempt to circumvent DCS data protection measures or uncover security loopholes or bugs. Users may not gain or attempt to gain unauthorized access to restricted areas or files on the computer system. Users should not tamper with any software protections or restrictions placed on computer applications, files, or directories. Users who engage in this type of activity may be subject to loss of computer privileges, disciplinary action up to and including expulsion from DCS or termination of employment as well as civil and criminal liability.

### **Internet Filtering Technology**

DCS employs firewall solutions. At a minimum it is meant to block visual depictions that are obscene, child pornography, and harmful to minors. If a User finds a website deemed inappropriate it must be reported to the User's teacher, the DOD or immediate supervisor. After review of the site, appropriate steps will be taken to shield the site from Users. For purposes of bona fide research or other lawful purposes certain blocked sites may be made available for those purposes only after approval of the request by the ED/DOD. DCS does not warrant the effectiveness of Internet filtering.

## **VIRUSES**

### **Virus Detection**

Viruses can cause substantial damage to computer systems. Each User is responsible for taking reasonable precautions to ensure he or she does not introduce viruses to the DCS network. To that end, all material received on CDs, flash drives or memory cards or other magnetic or optical medium and all materials downloaded from the Internet or from computers or networks that do not belong to DCS MUST be scanned for viruses and other destructive programs before being placed onto the computer system. Users should understand that their home computers and laptops might contain viruses. All flash drives or similar media transferred from home computers and laptops to the DCS network MUST be scanned for viruses.

### **Accessing the Internet**

To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to Dogwood Charter School's network must do so through an approved Internet firewall.

### **Use of Encryption Software**

Users may not install or use encryption software on any of Dogwood Charter School computers without first obtaining written permission from the Director of Technology. Users may not use passwords or encryption keys that are unknown to the Director of Technology.

### **Export Restrictions**

The federal government has imposed restrictions on export of programs or files containing encryption technology (such as e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions). Software containing encryption technology is not to be placed on the Internet or transmitted in any way outside the United States.

### **Unauthorized Disclosure of Information of Minors**

It is a violation of state laws, including, but not limited to, Title 22 of the Pennsylvania Code and federal laws, and the Family Education Rights and Privacy Act ("FERPA"), to access data of a student you do not directly instruct or to disclose information about a student without parental permission, or absent an exception to the disclosure requirements. All access and distribution of student data is recorded. Questions regarding the disclosure of student information must be directed to the Executive Director or designee prior to disclosure and must conform to the DCS student records/confidentiality policies.

### **Privileged Attorney-Client Communications**

Confidential e-mail sent from or to in-house counsel or an attorney representing DCS should include this warning header on each page"  
"ATTORNEY-CLIENT PRIVILEGED: DO NOT FORWARD WITHOUT PERMISSION."

### **Compliance with Applicable Laws and Licenses**

In their use of Computer Resources, Users must comply with all software licenses/copyrights and all other state, federal, and international laws governing intellectual property and online activities. You may not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that DCS has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by DCS as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your teacher, the Executive Director or designee, or your direct supervisor.

### **Cessation of Access**

Upon termination or ending of employment, expulsion from DCS, withdrawal from DCS, etc., no further access to or use of Computer Resources is permitted without express authorization from the Executive Director or designee.

### **No Additional Rights**

This Policy is not intended for and does not grant Users any contractual rights.

## **INTERNET SAFETY POLICY PURSUANT TO THE CHILDREN'S INTERNET PROTECTION ACT (CIPA)**

### **Background**

According to the Pennsylvania Department of Education ("PDE"), the Federal Children's Internet Protection Act ("CIPA"), Pub. L. No. 106-554 and 47 USC 254(h), mandates that schools that receive federal technology funds must develop and implement measures and policies to prevent access to "visual depictions" that are determined to be "obscene", "child pornography", or "harmful to minors" as defined herein.

PDE has further stated that schools receiving certain E-rate discounts are also mandated by the Neighborhood Children's Internet Protection Act (N-CIPA) to adopt and enforce an Internet Safety Policy (ISP) that addresses harmful or inappropriate online activities. N-CIPA was passed as part of CIPA.

The Board of Trustees of DCS has adopted this Policy in order to establish specific standards to comply with CIPA and N-CIPA requirements.

This Policy is to be read in conjunction with the DCS Acceptable Use of Computer Resources Policy and shall supplement, not supplant, the DCS Acceptable Use of Computer Resources Policy.

The Executive Director or designee is directed to include this Policy in the Parent and Student Handbook and the Employee Handbook. Failure to comply with this Policy and/or Internet safety requirements of DCS shall result in consequences as set forth in the school's Parent and Student Handbook, Code of Conduct or Employee Handbook and/or as allowed by applicable law. Consequences may include, but are not limited to: denial of or restriction to access to technology, suspension, expulsion, notification of authorities, termination, commencement of civil and/or criminal proceedings and/or other consequences available under school policy and/or applicable state and/or federal laws.

This Policy has been adopted after reasonable public notice and at a meeting held open to the public to address this Policy.

### **Purpose**

Dogwood Charter School uses computer resources to facilitate the education of students and to aid in matters related to the operations of DCS. DCS further places student Internet safety as a primary concern.

It is every computer user's duty to use computer resources, including the Internet, responsibly, professionally, ethically and lawfully. Access to these resources shall be designated a privilege, not a right.

This policy applies to aspects of both adult and student compliance with Internet safety at DCS.

### **CIPA/N-CIPA Compliance/Internet Safety**

It is the policy of DCS to:

- Prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, and all other forms of direct electronic communications;
- Prevent unauthorized access and other unlawful online activity;
- Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
- Comply with the Children's Internet Protection Act, Pub. L. No. 106-554 and 47 USC 254(h).
- To the extent consistent with applicable state and federal laws and reasonably practical, technology protection measures (or "Internet filters") shall be used at DCS to block or filter Internet, and other forms of electronic communications, and access to inappropriate information.

The form and type of technology protection measures used during the school year are identified by the computer consultant and any questions may be directed to the Executive Director or designee.

The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

- Obscene, as that term is defined in section 1460 of title 18, United States Code;
- Child Pornography, as that term is defined in section 2256 of Title 18, United States Code;
- Harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
  - Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
  - Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

As required by the Children's Internet Protection Act (CIPA), blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Technology protection measures shall only be disabled pursuant to the direction of the Executive Director or designee to the extent allowed by applicable law and regulation, for bona fide research or other lawful purposes of an adult as determined by the Executive Director or designee. The development of procedures for the disabling or otherwise modifying of any technology protection measures shall be the responsibility of the Executive Director or designee.

The Executive Director or designee shall take reasonable steps to promote the safety and security of users of the online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

As required by the CIPA, prevention of inappropriate network usage at DCS shall include:

- Unauthorized access, including so-called 'hacking,' and other unlawful activities; and
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

It shall be the responsibility of all members of the DCS staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and applicable laws, including the CIPA as well as in accordance with any administrative procedures developed by the Executive Director or designee in furtherance of this Policy.

In accordance with the “Protecting Children in the 21st Century Act” and its requirement to certify to the Schools and Library Division (“SLD”) that the school’s Internet Safety Policy includes educating minors about appropriate online behavior, students shall be educated about appropriate online behavior, including cyber-bullying awareness and response and interacting with other individuals on social networking sites and in chat rooms.

With regard to educating minors about appropriate online behavior, the Executive Director or designee is directed to:

- Make such educational opportunities available to students during the school year;
- Notify students and their parents about these educational opportunities in advance; and
- Maintain documentation of:
  - educational programs offered;
  - the dates and locations of such opportunities;
  - how online safety was taught and what was covered in the programs offered; and
  - those in attendance at the programs offered.

The Executive Director or designee is directed to file and/or provide the appropriate certifications evidencing compliance with CIPA and N-CIPA as required by applicable state and/or federal laws and regulations.

The Executive Director or designee is directed to maintain documentation of compliance with CIPA and N-CIPA certification requirements including the annual filing of FCC Form 486.

The Executive Director or designee is directed to ensure that DCS employs necessary technology protection measures in accordance with this Policy and shall report to the Board when modifications are needed to technology protection measures at DCS.

The online activities of students shall be monitored and minors’ access to harmful materials shall be restricted to the extent required by applicable laws and regulations.

To the extent not inconsistent with applicable laws and regulations, the following disclaimers apply:

- There shall be no expectation of privacy by users of DCS Computer Resources;
- DCS does not guarantee the effectiveness of technology protection measures or internet filtering; and
- DCS does not guarantee network functionality or accuracy of online information.

The ED or designee is directed to implement any procedures that may be necessary to implement this policy as well as to timely submit any forms and paperwork as required by CIPA and N-CIPA and/or applicable state and federal Internet safety laws and regulations.

## **SECURITY**

- Our school building is equipped with security cameras to ensure the safety of all.
- All parents/guardians/visitors are required to sign in and out at the Administration Building. No parent/guardian/visitor is permitted in the building without prior approval.
- No parent/guardian/visitor will be entering the Schoolhouse at any time without an escort or permission from the Administration Building, after they sign-in and receive their Visitor’s pass.
- All volunteers/visitors are required to get a visitors pass to be worn at all times while in the building.
- According to this protocol, there should be NO parents or visitors entering or in the Schoolhouse at any time without an escort. This is to increase the safety and security of the schoolhouse and students.

## **Student Pickup Protocol & Procedures**

### **School Arrival**

To ensure the safety of students, DCS staff members are assigned specific Bus Duty during the arrival and dismissal of students, including but not limited to crossing guard, escorting students to or from busses, supervision of waiting areas, hall monitor, etc.

- Parent Drop-Offs/Walkers: The parent drop off location is at the front of the building.
- Bus Riders: Children riding school buses arrive at different times based on the home district schedules.

### **School Dismissal**

To ensure the safety of students, DCS staff members are assigned specific Bus Duty during the arrival and dismissal of students, escorting students to or from busses, supervision of waiting areas, hall monitor, etc.

- Pickups: Students being picked up line up in the designated area to await release. A staff member assigned to this Bussing Duty will release the students to parents.
- Walkers: Students who are walkers are dismissed from their classrooms by their classroom teachers.
- Bus Riders: Students taking the bus will line up in the designated area of the schoolhouse after their bus is called. A staff member assigned to this Bussing Duty escorts the students to the bus.
- Clubs/After school activities: Any student staying after school for an activity or club must report to the activity or club location after all busses have been called.

Any parents wishing to visit or speak to someone must report first to the Administration Office, as per protocol. Due to bussing being a busy time, parents/Guardians will not be permitted to enter the school during Dismissal without prior permission.

### **Release of Student**

In order to ensure the children's safety, the Administration Office maintains a list of individuals who are authorized to pick up a student in attendance at DCS.

- **Students will only be released to an authorized adult (parent, guardian, or an adult listed on the 'Authorized Pick-Up Form' submitted by a parent or guardian), at all times.**
- **Any adult seeking the release of a child must report to the Administration Office.**
- **All adults must show appropriate picture identification before a child will be released from Dogwood Charter School.**
- Verbal permission or written permission, when the parent or guardian is not present to show identification, to allow an adult who is not on the Authorized Pick-Up Form to pick up a child is not allowed.

Authorized Pick-Up Forms are handed out at the beginning of the year and are available in the Administration Building if updates are needed. If changes need to be made to the Authorized Pick-Up Form, a parent or guardian must complete and date a new form.

Certified copies of any court orders or divorce decrees, which restrict a parent's ability to seek the release of a child, shall be maintained in the office. The custodial parent has the obligation of providing the school with this information. If the person seeking release of a child shows an out-of-state custody order, s/he must report to the Director of Education (DOE) or Director of Organizational Development (DOD).

### **End of Day Pickup**

Please review the above 'Release of Student' section regarding the school policy and requirements for student release.

- For parents that pick up students regularly at the end of day, parking is available in the designated lot.
- K-4 students' parents must walk to and be present at the pick-up area.
- If a student normally rides the bus, the student must submit a note upon arrival to the Schoolhouse.
  - The note should indicate the student will not be taking the bus, but instead will be picked up at end of day dismissal.
  - The note must be written by the custodial parent or guardian.
- All adults must show appropriate picture identification, each time, to the DCS employee releasing students for Parent Pickup.
- Students will only be released to an authorized adult (parent, guardian, or an adult listed on the 'Authorized Pick-Up Form' submitted by a parent or guardian), at all times.

### **Pickup during School Hours**

Please review the above 'Release of Student' section regarding the school policy and requirements for student release during school hours.

- **Any adult seeking the release of a child must report to the Administration Office.**
- **All adults must show appropriate picture identification before a child will be released from Dogwood Charter School.**
- **Students will only be released to an authorized adult (parent, guardian, or an adult listed on the 'Authorized Pick-Up Form' submitted by a parent or guardian), at all times.**
- All adults wait in the Administration seating area while their child is being retrieved.
- Any child being picked up during school hours, or at the end of day pickup if the child is normally a bus rider, will submit a note upon arrival to the Schoolhouse.
  - The note should include the reasons for early dismissal of the student and be written by the custodial parent or guardian.
- The parent, guardian or authorized adult must sign the child out of school at the Administration Building.

### **FIRE DRILLS**

- By law, fire drills are required, and are important to ensure the safety of students and staff.
- It is essential that when the signal is given, everyone responds promptly and clears the building as quickly as possible by the prescribed route which is posted in each classroom and office.
- Silence is always observed during the fire drill.
- Classes assemble at the predetermined location.
- Students who are not in the classroom when the alarm is sounded will leave by the nearest exit and report to their homeroom teacher at the designated location.

**Noncompliance with these regulations is a serious infraction and will result in disciplinary action.**

## EMERGENCY PROCEDURES

### **Inclement Weather: Closings, Two/Three Hour Delays, and Early Release**

Parents should always have an emergency plan in place that they discuss with their children in the event of an early dismissal. It is important that parents are sure that their authorized pick up list is up to date.

#### **When DCS is closed, is delayed 2/3 hours or releases early:**

- An announcement will be broadcasted on local news channels with specific information.
- An alert will be sent to the current phone numbers on file for parents/guardians, teachers, school staff, etc.

ALSO:

- Whenever school is dismissed early, ALL extracurricular activities will be CANCELLED.

Please remember that; due to inclement weather, schedules for district transportation and the DCS school schedule may be different. Please review below:

#### **Inclement Weather: Transportation Conflicts with District and DCS**

Busing is provided by the district of residence and, therefore, transportation follows the district of residence schedule in regards to weather related delays, closings, and early releases. When there is inclement weather or when inclement weather is anticipated, please check local news outlets *for your child's district of residence schedule*.

- **CLOSED:** When the child's district of residence is closed due to weather, transportation from that district will not be provided even if DCS is open. In this type of situation, absences will be excused.
- **TWO/THREE HOUR DELAY:** When a child's district of residence is on a two hour delay due to weather, transportation from that district will reflect that two hour delay schedule, even if DCS opens at the normal time. In this type of situation, a tardy will be excused.
- **EARLY RELEASE:** When a child's district of residence is performing an early release due to weather, transportation for the students will reflect that early release schedule, even if DCS does not have an early release. Therefore, when it is inclement or when inclement weather is anticipated, please check local news outlets *for your child's district of residence* and then, if needed, call the Administration Office for the specific time district transportation will be picking up the children. Alerts may also be sent out by DCS staff once Administration learns of any early releases that may affect DCS students.

#### **Non-Weather Related Emergencies/Closings**

In the event that the school has a non-weather related emergency, the following guidelines will be followed and parents will be alerted:

##### **Lock Down and Stay Down**

- A signal notifying staff of a "Lock Down and Stay Down" will be given.
- The students will be held in their classrooms or other secured places with doors and windows secured.
- An all-clear signal will be given when the building has been cleared.

##### **Shelter-In-Place**

- A signal notifying staff of a Shelter-In-Place will be given.
- All students and staff will be brought indoors and will remain indoors.
- An "all clear signal" will be given when the outdoor area is secured.

##### **An Evacuation Emergency**

- A signal notifying all staff and students will be given to evacuate the building.
- The staff and students will follow their fire drill procedures.
- In the event that further evacuation needs to take place, parents will be alerted and the school will use the closing announcements on local news outlets with the pickup location and information.

## **PERSONAL PROPERTY**

- Parents are requested to place the name of their child clearly inside on all personal items such as coats, jackets, book bags, etc.
- Please encourage your children to be responsible for looking for and finding lost items.
- The Lost and Found box will be located in the Schoolhouse.
- Caution should be taken when you approve of your child bringing valuable or irreplaceable items to school. The school cannot be responsible for items that are lost, damaged, or otherwise missing. Toys are not permitted in school unless requested for special projects or activities.

- Electronic games, pagers, radios, CD players, iPods, mp3 players, headphones, and other electronic devices are not permitted to be used in school.
- Students must keep their book bags in their assigned area during the school day.

### **SEARCH AND SEIZURE**

The Board of Trustees acknowledges the need for safe in-school storage of books, clothing, school materials and other personal property. Lockers, shelves, hooks, or cabinets may be provided. The Board of Trustees reserves the right to authorize the Executive Director or his/her designee to inspect a student's storage space when such has a reasonable suspicion to believe that the storage space is improperly used for the storage of contraband, a substance or object the possession of which is illegal, or any material which poses a hazard to the safety, sanitation and/or good order of the school.

A student's person and possessions may be searched by the Executive Director and his/her representative provided that the individual has reasonable grounds to suspect that the search will yield evidence that the student violated or is violating either the law or the rules of the school. Any illegal or prohibited materials seized during a student search may be used as evidence against the student in a school disciplinary hearing or proceeding and may be turned over to law enforcement authorities.

### **COMMUNICATION**

Good communication is a vital element of public relations. DCS endeavors to keep students and parents fully and regularly informed of the events and activities of the school.

#### **Appointments with Faculty Members**

- Parents are required to make an appointment to see their child's teacher.
- A note sent with the child requesting a certain day or time for a conference will suffice.
- The teacher will respond to the parent as soon as possible to confirm or reschedule the appointment.
- No meetings can be held during school hours, except at the request of the school.
- Teachers do not regularly check emails throughout the day.

#### **Appointments with the ED and DOD**

- The Executive Director, DOE, and the Director of Organizational Development (DOD) are available before or during the school day to meet with parents who request an appointment.
- Appointments may be made through the office.
- The Executive Director, DOE, and the DOD will respond to the parent as soon as possible to confirm or reschedule the appointment.

### **EQUAL OPPORTUNITY/ANTI-DISCRIMINATION POLICY**

Dogwood Charter School shall not discriminate against any person on the basis of race, sex, color, religion, sexual orientation, national origin, disability, genetic information or any other classification otherwise protected by applicable state and/or federal laws.

The Board of Trustees recognizes school administrators' and employees' obligations to comply with all applicable federal, state and local laws in providing equal opportunity to all students.

Pursuant to 22 Pa. Code §12.4 and consistent with the Pennsylvania Human Relations Act (43 P.S. §§ 951 - 963), DCS does not discriminate on the basis of race, sex, color, religion, sexual orientation, national origin, disability, or any other classification otherwise protected by law in the administration of its educational policies, admission policies, hiring policies, and other school administered programs and operations.

No student will not be denied access to a free and full public education, nor may a student be subject to disciplinary action on account of race, sex, color, religion, sexual orientation, national origin, genetic information or disability.

### **PLEDGE OF ALLEGIANCE STATEMENT**

The Pennsylvania Code provides:

- It is the responsibility of every citizen to show proper respect for his country and its flag.
  - Students may decline to recite the Pledge of Allegiance and may refrain from saluting the Flag on the basis of personal belief or religious convictions.
  - Students who choose to refrain from such participation shall respect the rights and interests of classmates who do wish to participate.

### **RIGHT TO AMEND**

The school retains the right to amend the handbook for just cause. Parents will be given prompt notification if changes are made.

### **NOTICE OF SMOKE FREE SCHOOL**

To promote a healthier environment DCS is a smoke-free school. As a matter of policy, smoking IS NOT permitted in the school building or on school grounds at any time. Please cooperate by extinguishing and disposing of smoking materials prior to entering upon school grounds.

## **DRESS CODE**

### **Grades K-5**

#### **Allowable Dress & Grooming**

- Students must wear clothing, including a shirt with pants or skirt, and shoes.
- Shorts, leggings, or tights must be worn under dresses.
- Pants must be no longer than the bottom of shoes to ensure safety.
- Shoes must have closed backs.

### **Grades 6-12**

#### **Allowable Dress & Grooming**

- Students must wear clothing, including a shirt with pants or skirt, and shoes.
- Pants must be no longer than the bottom of shoes to ensure safety.
- Shirts and dresses must have opaque fabric in the front, back, and on the sides.
- Clothing must cover undergarments, and waistbands.
- Hats and other headwear must allow the face to be visible and must not interfere with the line of sight to any student or staff. Hoodies must allow the students' face and ears to be visible to staff.
- Clothing must be suitable for all scheduled classroom activities, including physical education, science labs, woodshop, nature studies, and other activities where unique hazards exist.
- Specialized courses may require specialized attire, such as sports uniforms or safety gear.

#### **Non-Allowable Dress & Grooming**

- Clothing may not depict, advertise, or advocate the use of alcohol, tobacco, marijuana, or other controlled substances.
- Clothing may not depict pornography, nudity, or sexual acts.
- Clothing may not show or depict hate speech.

## **RECITAL WEAR**

A dress code will be sent home prior to each event held at Dogwood if special attire is required.

## **HEALTH/HYGIENE**

Students at Dogwood are required to maintain healthy habits of living and hygiene. Students who demonstrate a lack of personal cleanliness (body, hair, odor, clothes) that constitutes a health hazard or learning distraction will be referred to the nurse. The nurse will assist and support students and contact parents.

### **Annual Public Notice of Special Education Services and Programs and Rights for Students with Disabilities and Notification of Rights under the Family Educational Rights and Privacy Act**

All children with disabilities residing in the Commonwealth, regardless of the severity of their disabilities, and who are in need of special education and related services, are to be located, identified and evaluated. This responsibility is required by a federal law called the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. 1400 et. seq. ("IDEA 2004").

Chapter 711 of Title 22 of the Pennsylvania Code requires the publication of a notice to parents regarding public awareness activities sufficient to inform parents of Dogwood Charter School ("Charter School") children of available special education services and programs and how to request those services and programs, and of systematic screening activities that lead to the identification, location and evaluation of children with disabilities enrolled in Charter School.

In addition, the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), which protects confidentiality, requires educational agencies to notify parents annually of their confidentiality rights.

Charter School fulfills its duties with this Annual Notice and has incorporated several sections of the PaTTAN Procedural Safeguards Notice and other applicable guidelines from the Pennsylvania Department of Education into the Board-approved Child Find Notice and Policies and Procedures described below. DCS also directs parents to the procedural safeguards notice from PaTTAN available at the School's admin office for additional information regarding rights and services. Parents may contact the DCS Director of Special Education, at Dogwood Charter School, 915 Howard Avenue Pottsville, PA 17901, 570.955.3830, at any time to request a copy of the Procedural Safeguards Notice or with any other questions about special education services, screenings, policies, or procedures.



The Procedural Safeguards Notice is provided to parents of special education students by DCS once per school year or:

- upon initial referral or parent request for evaluation;
- upon filing by parents of their first State complaint under 34 CFR §§300.151 through 300.153 and/or upon filing by parents of their first due process complaint under §300.507 in a school year;
- when a decision is made to take a disciplinary action that constitutes a change of placement; and
- upon parent request. [34 CFR §300.504(a)].

The purpose of this Annual Notice is to comply with the DCS obligations under Chapter 711 of Title 22 of the Pennsylvania Code and to describe:

- the types of disabilities that might qualify the child for special education;
- the special education programs and related services that are available;
- the process by which Charter School screens and evaluates such students to determine eligibility;
- the special rights that pertain to such children and their parents or legal guardians;
- the confidentiality rights that pertain to student information.

### **Qualifying For Special Education and Related Services**

Under the federal Individuals with Disabilities Education Improvement Act of 2004, or “IDEA 2004,” children qualify for special education and related services if they have one or more of the following disabilities and, as a result, need special education and related services: mental retardation; hearing impairment, including deafness; speech or language impairment; visual impairment, including blindness; emotional disturbance; orthopedic impairment; autism; traumatic brain injury; other health impairment; specific learning disability; deaf-blindness; or multiple disabilities.

IDEA 2004 provides legal definitions of the disabilities that qualify a student for special education and related services, which may differ from those terms used in medical or clinical practice or common usage.

### **Section 504 Services**

Under Section 504 of the federal Rehabilitation Act of 1973 (“Section 504”), some school-age children with disabilities who do not meet the eligibility criteria outlined above might be eligible for special protections and for adaptations and accommodations in instruction, facilities, and activities. Children are entitled to such protections, adaptations, and accommodations if they have a mental or physical disability that substantially limits or prohibits participation in or access to an aspect of the school program and otherwise qualify under the applicable state and federal laws, including Chapter 711 of Title 22 of the Pennsylvania Code and Section 504.

The DCS must ensure that qualified handicapped students have equal opportunity to participate in the School program and activities to the maximum extent appropriate for each individual student. In compliance with applicable state and federal laws, DCS provides to each qualifying protected handicapped student without discrimination or cost to the student or family, those related aids, services or accommodations which are needed to provide equal opportunity to participate in and obtain the benefits of the school program and activities to the maximum extent appropriate to the student’s abilities and to the extent required by the laws.

These services and protections for “protected handicapped students” may be distinct from those applicable to eligible or thought-to-be eligible students. DCS or the parent may initiate an evaluation if they believe a student is a protected handicapped student. For further information on the evaluation procedures and provision of services to protected handicapped students, parents should contact the school.

### **Least Restrictive Environment (“LRE”)**

Charter Schools ensure that children with disabilities are educated to the maximum extent possible in the regular education environment or “least restrictive environment.” To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of students with disabilities from the general educational environment occurs only when the nature or severity of the disability is such that education in general education classes, even with the use of supplementary aids and services, cannot be achieved satisfactorily.

Programs and services available to students with disabilities might include:

- regular class placement with supplementary aides and services provided as needed in that environment;
- regular class placement for most of the school day with itinerant services by a special education teacher either in or out of the regular classroom;
- regular class placement for most of the school day with instruction provided by a special education teacher in a resource classroom;
- part time special education class placement in a regular public school or alternative setting;
- special education class placement or special education services provided outside the regular class for most or all of the school day, either in a regular public school or alternative setting.

This is a team decision.

Depending on the nature and severity of the disability and least restrictive environment consideration, Charter School could provide special education programs and services as determined appropriate by the IEP team, in locations such as:

- the classroom/building the child would attend if not disabled;
- an alternative regular class either in or outside the school;

- a special education center operated by an Intermediate Unit (“IU”);
- an approved private school or other private facility licensed to serve children with disabilities;
- a residential school;
- approved out-of-state program; or
- the home.

This is a team decision.

Special education services are provided according to the educational needs of the child, not the category of disability. Types of services that may be available, depending upon the child’s disability and needs might include, but are not limited to:

- learning support;
- life skills support;
- emotional support;
- deaf or hearing-impaired support;
- blind or visually-impaired support;
- physical support;
- autistic support;
- multiple disabilities support;
- speech and language support;
- extended school year support;
- vision support.

This is a team decision.

Related services are designed to enable the child to participate in or access his or her program of special education. Examples of related services that a child may require include, but are not limited to: speech and language therapy; transportation; occupational therapy; physical therapy; school nursing services; audiology counseling services; parent counseling or training; certain medical services for diagnostic or evaluation purposes; social work; recreation; and transition. Some students may also be eligible for extended school year services if determined needed by their IEP teams in accordance with Chapter 711 regulations.

DCS, in conjunction with parents, determines the type and intensity of special education and related services that a particular child needs based on the unique program of special education and related services that the School develops for that child. The child’s program is described in writing in an individualized education program, or “IEP,” which is developed by an IEP team. The participants in the IEP team are dictated by IDEA 2004. The parents of the child have the right to be notified of and to be offered participation in all meetings of their child’s IEP team. The IEP is revised as often as circumstances warrant, but reviewed at least annually. The law requires that the program and placement of the child, as described in the IEP, be reasonably calculated to ensure meaningful educational benefit to the student. In accordance with IDEA 2004, there may be situations in which a Charter School may hold an IEP team meeting if the parents refuse or fail to attend the IEP team meeting.

IEPs generally contain:

- a statement of the student’s present levels;
- a statement of measurable annual goals established for the child;
- a statement of how the child’s progress toward meeting the annual goals will be measured and when periodic reports will be provided;
- a statement of the special education and related services and supplementary aids and services, and a statement of the program modifications or supports for School personnel that will be provided, if any;
- an explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in activities;
- a statement of any individual appropriate accommodations that are necessary to measure the performance of the child on State and School assessments;
- the projected date for the beginning of the services and modifications, and the anticipated frequency, location, and duration of those services or modifications.

Beginning no later than the first IEP to be in effect when the child turns 14, or younger if determined to be appropriate by the IEP Team, and updated annually, thereafter, the IEP must include appropriate measurable postsecondary goals and transition services needed to assist in reaching those goals. DCS must invite the child to the IEP team meeting at which the transition plan is developed.

Beginning no later than one year before the child reaches the age of majority under State law, the IEP must include a statement that the child has been informed of the child’s rights, if any, that will transfer to the child on reaching the age of majority.

## **Screening and Evaluation Procedures for Children to Determine Eligibility**

### **Screening**

DCS has established a system of screening which may include pre-referral intervention services to accomplish the following:

- Identification and provision of initial screening for students prior to referral for a special education evaluation.
- Provision of peer support for teachers and other staff members to assist them in working effectively with students in the general education curriculum and special education curriculum.
- Identification of students who may need special education services and programs.

The screening process includes:

- Hearing and vision screening in accordance with Section 1402 of the Public School Code of 1949 (24 P. S. § 14-1402) for the purpose of identifying students with hearing or vision difficulty so that they can be referred for assistance or recommended for evaluation for special education.
- Screening at reasonable intervals to determine whether all students are performing based on grade-appropriate standards in core academic subjects.
- DCS has established, and implements procedures to locate, identify, and evaluate children suspected of being eligible for special education. These procedures involve screening activities which may also include, but are not limited to: review of data and student records; motor screening; and speech and language screening. The School assesses the current achievement and performance of the child, designs school-based interventions, and assesses the effectiveness of interventions. If the concern can be addressed without special education services, or is the result of limited English proficiency or appropriate instruction, a recommendation may be made for interventions other than a multidisciplinary team evaluation. Parents have the right to request a multidisciplinary team evaluation at any time, regardless of the outcome of the screening process.
- Except as indicated above or otherwise announced publicly, screening activities take place on-going at periods throughout the school year. Screening is conducted at the School, unless other arrangements are necessary or arranged.
- The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not to be considered an evaluation for eligibility for special education and related services.

**Screening or pre-referral intervention activities may not serve as a bar to the right of a parent to request an evaluation, at any time, including prior to or during the conduct of screening or pre-referral intervention activities.**

### **Disproportionality**

In accordance with Chapter 711, in the event that Charter School would ever meet the criteria in 34 CFR § 300.646 (relating to disproportionality), as established by the State Department of Education, the services that would be required would then include:

- A verification that the student was provided with appropriate instruction in reading, including the essential components of reading instruction (as defined in section 1208(3) of the Elementary and Secondary Education Act (ESEA) (20 U.S.C.A. § 6368(3)), and appropriate instruction in math.
- For students with academic concerns, an assessment of the student's performance in relation to State-approved grade-level standards.
- For students with behavioral concerns, a systematic observation of the student's behavior in the school environment where the student is displaying difficulty.
- A research-based intervention to increase the student's rate of learning or behavior change based on the results of the assessments under paragraph (2) or (3), or both.
- Repeated assessments of achievement or behavior, or both, conducted at reasonable intervals, reflecting formal monitoring of student progress during the interventions.
- A determination as to whether the student's assessed difficulties are the result of a lack of instruction or limited English proficiency.
- A determination as to whether the student's needs exceed the functional ability of the regular education program to maintain the student at an appropriate instructional level.
- Documentation that information about the student's progress as identified in paragraph (5) was periodically provided to the student's parents.

### **Evaluation**

An evaluation under IDEA 2004 involves the use of a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent that may assist in determining whether the child is a child with a disability and the content of the child's IEP. Charter School does not use any single measure or assessment as a sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child. Technically sound instruments are used to assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.

Parental consent must be obtained by Charter School prior to conducting an initial evaluation to determine if the child qualifies as a child with a disability, and before providing special education and related services to the child. Parental consent for an evaluation shall not be construed as consent for their child to receive special education and related services. The screening of a child by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not considered to be an evaluation for eligibility for special education and related services; therefore, parental consent is not required in this instance.

The law contains additional provisions and due process protections regarding situations in which parental consent for an initial evaluation is absent or refused, discussed more fully below and in the PaTTAN Procedural Safeguards Notice. If you have any questions about where to obtain a copy of the PaTTAN Procedural Safeguards Notice, kindly contact the Lead Special Education Teacher or Special Education Coordinator at **Dogwood Charter School**.

The evaluation process is conducted by a Multidisciplinary Team ("MDT"), which includes a teacher, other qualified professionals who work with the child, the parents and other members as required by law. The Multi-Disciplinary Evaluation ("MDE") process must be conducted in accordance with specific timelines and must include protective procedures. For example, tests and procedures used as part of the

Multidisciplinary Evaluation may not be racially or culturally biased.

The MDE process culminates with a written report called an Evaluation Report (“ER”). This report makes recommendations about a student’s eligibility for special education based on the presence of a disability and the need for specially designed instruction.

Parents who think their child is eligible for special education may request, at any time, that Charter School conduct a Multi-Disciplinary Evaluation. Requests for a Multi-Disciplinary Evaluation must be made in writing to the Special Education Coordinator, Dogwood Charter School, 915 Howard Avenue Pottsville, PA 17901, 570.955.3830.

If a parent makes an oral request for a Multi-Disciplinary Evaluation, the Charter School shall provide the parent with form(s) for that purpose. If the Charter School denies the parents’ request for an evaluation, the parents have the right to challenge the denial through an impartial hearing or through voluntary alternative dispute resolution such as mediation.

Reevaluations are conducted if the School determines that the educational or related service’s needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or if the child’s parent or teacher requests a reevaluation. A reevaluation may occur not more than once a year, unless the parent and Charter School agree; and must occur once every three (3) years, unless the parent and Charter School agree that a reevaluation is unnecessary. Students with mental retardation/intellectual disability must be reevaluated every two (2) years under State law.

### **Educational Placement**

The determination of whether a student is eligible for special education is made by an Individualized Education Program (IEP) team. The IEP team includes: the parents of a child with a disability; not less than one regular education teacher, if the child is, or may be, participating in the regular education environment; not less than one special education teacher, or when appropriate, not less than one special education provider; a representative of the School who is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities, is knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of Charter School; an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described above; other individuals, at the discretion of the parent or the agency, who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and whenever appropriate, a child with a disability. IEP team participation is directly addressed by the regulations. If the student is determined to be eligible for special education, the IEP team develops a written education plan called an IEP. The IEP shall be based in part on the results of the Multidisciplinary Evaluation. When the IEP team decides that a student is not eligible for special education, recommendations for educational programming in regular education may be developed from the ER.

Placement must be made in the “least restrictive environment”, as described more fully above, in which the student’s needs can be met with special education and related services. All students with disabilities must be educated to the maximum extent appropriate with children who are not disabled.

### **Parents and Surrogate Parents**

For purposes of this Notice, the School considers parents to be biological or adoptive parents of a child; a foster parent; a guardian generally authorized to act as the child’s parent, or authorized to make educational decisions for the child; an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child’s welfare; or a surrogate parent.

A surrogate parent must be appointed when no parent can be identified; a public agency, after reasonable efforts, cannot locate a parent; the child is a ward of the State under the laws of Pennsylvania, or the child is an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act, 42 U.S.C. Sec. 11434a(6). A person selected as a surrogate parent must not be an employee of the SEA, Charter School, or any other agency that is involved in the education or care of the child; has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and has knowledge and skills that ensure adequate representation of the child. The surrogate parent may represent the child in all matters relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. Reasonable efforts must be made to ensure the assignment of a surrogate parent not more than 30 days after it is determined that the child needs a surrogate parent.

### **Prior Written Notice**

Charter School will notify the parent whenever Charter School:

- Proposes to initiate or to change the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education (“FAPE”) to the child; or
- Refuses to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of FAPE to the child.
- Change of placement for disciplinary reasons.
- Due process hearing, or an expedited due process hearing, initiated by Charter School.
- Refusal of Charter School to agree to an independent educational evaluation (“IEE”) at public expense.

In Pennsylvania, prior written notice is provided by means of a Prior Written Notice Form/Notice of Recommended Educational Placement (“NOREP”). You should be given reasonable notice of this proposal or refusal so that if you do not agree with Charter School you may take

appropriate action. Reasonable Notice means ten (10) days.

The prior written notice must:

1. Describe the action that Charter School proposes or refuses to take:
  - a. Explain why Charter School is proposing or refusing to take the action;
  - b. Describe each evaluation procedure, assessment, record, or report Charter School used in deciding to propose or refuse the action;
  - c. Include a statement that you have protections under the procedural safeguards provisions in Part B of IDEA;
  - d. Tell how you can obtain a description of the procedural safeguards if the action that Charter School is proposing or refusing is not an initial referral for evaluation;
  - e. Include resources for you to contact for help in understanding Part B of the IDEA;
  - f. Describe any other choices that your child's IEP Team considered and the reasons why those choices were rejected; and
  - g. Provide a description of other reasons why Charter School proposed or refused the action.

The notice must be:

1. Written in language understandable to the general public; and
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.
3. If your native language or other mode of communication is not a written language, Charter School will ensure that:
  - a. The notice is translated for you orally or by other means in your native language or other mode of communication;
  - b. You understand the content of the notice; and
  - c. There is written evidence that 1 and 2 have been met.

*Native language*, when used with an individual who has limited English proficiency, means the following:

- The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
- In all direct contact with a child (including evaluation of a child), the language normally used by the child in the home or learning environment.

For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

## **Parental Consent**

### **WHEN IS PARENTAL CONSENT NEEDED?**

#### **Initial Evaluations (34 CFR §300.300)**

DCS cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of the IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and without obtaining your consent as described under the heading Parental Consent.

We will make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability. Your consent for initial evaluation does not mean that you have also given your consent to start providing special education and related services to your child. If you have refused to provide consent or failed to respond to a request to provide consent for an initial evaluation, we may, but are not required to, seek to conduct an initial evaluation of your child by utilizing mediation or due process complaint, resolution meeting, and impartial due process hearing procedures. We will not violate our obligations to locate, identify and evaluate your child if we do not pursue an evaluation of your child in these circumstances.

#### **Special rules for initial evaluation of wards of the State**

Under Pennsylvania law, if a child is designated a ward of the state, the whereabouts of the parent are not known or the rights of the parent have been terminated in accordance with State law. Therefore, someone other than the parent has been designated to make educational decisions for the child.

For initial evaluations only, if the child is a ward of the State and is not residing with the child's parent, the public agency is not required to obtain informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability if:

- Despite reasonable efforts to do so, the public agency cannot discover the whereabouts of the parent of the child;
- The rights of the parents of the child have been terminated in accordance with State law; or
- The rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

Consent for an initial evaluation should, therefore, be obtained from the individual so designated to make educational decisions for the child.

Ward of the State, as used in the IDEA, encompasses two other categories, so as to include a child who is:

- A foster child who does not have a foster parent;
- Considered a ward of the State under State law; or
- In the custody of a public child welfare agency.

### **Consent for Initial Placement in Special Education (34 CFR §300.300)**

We must obtain your informed consent before providing special education and related services to your child for the first time. We must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent, we may not use the procedural safeguards (i.e. mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services as recommended by your child's IEP Team may be provided to your child without your consent.

If you refuse to give your consent for your child to start receiving special education and related services, or if you do not respond to a request to provide such consent and we do not provide your child with the special education and related services for which consent is sought, Charter School:

- Is not in violation of the requirement to make FAPE available to your child for its failure to provide those services to your child; and
- Is not required to have an IEP meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

### **Consent for Reevaluations (34 CFR §300.300)**

We must obtain your informed consent before your child is reevaluated, unless:

- Charter School took reasonable steps to obtain your consent for your child's reevaluation; and
- You did not respond.

### **What is Documentation of Reasonable Efforts to Obtain Parental Consent? (34 CFR §300.300, §300.322)**

We will maintain documentation of reasonable efforts to obtain parental consent for initial evaluations, to provide special education and related services for the first time, to reevaluation and to locate parents of wards of the State for initial evaluations. The documentation will include a record of attempts in these areas, such as:

- Detailed records of telephone calls made or attempted and the results of those calls;
- Copies of correspondence sent to the parents and any responses received; and
- Detailed records of visits made to the parent's home or place of employment and the results of those visits.

### **When is Consent Not Required Related to Evaluate?**

- Review existing data as part of your child's evaluation or a reevaluation; or
- Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from all parents of all children.

### **Refusal to Consent to a Reevaluation**

If you refuse to consent to your child's reevaluation, we may, but are not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, we do not violate obligations under Part B of the IDEA if we decline to pursue the reevaluation in this manner.

We may not use your refusal to consent to one service or activity to deny you or your child any other service, benefit, or activity.

### **Disagreements with an Evaluation**

#### **1. Independent Educational Evaluations (34 CFR §300.502)**

- General:** As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by Charter School. If you request an IEE, Charter School must provide you with information about where you may obtain an IEE and about Charter School's criteria that apply to IEEs.
- Definitions**
  - Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by Charter School and responsible for the education of your child.
  - Public expense means that Charter School either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you, consistent with the provisions of Part B of the IDEA, which allow each State to use whatever State, local, Federal and private sources of support are available in the State to meet the requirements of Part B of the Act.
- Parent right to evaluation at public expense:** You have the right to an IEE of your child at public expense if you disagree with an evaluation of your child obtained by Charter School, subject to the following conditions:
  - If you request an IEE of your child at public expense, Charter School must, without unnecessary delay, either: (a) File a due process complaint to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an IEE at public expense, unless Charter School demonstrates in a hearing that the evaluation of your child that you obtained did not meet Charter School's criteria.
  - If Charter School requests a hearing and the final decision is that Charter School's evaluation of your child is appropriate, you still have the right to an IEE, but not at public expense.
  - If you request an IEE of your child, Charter School may ask why you object to the evaluation of your child obtained

- by Charter School. However, Charter School may not require an explanation and may not unreasonably delay either providing the IEE of your child at public expense or filing a due process complaint to request a due process hearing to defend Charter School's evaluation of your child.
- iv. You are entitled to only one IEE of your child at public expense each time Charter School conducts an evaluation of your child with which you disagree.
  - v. Charter School criteria:
    - If an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Charter School uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an IEE).
    - Except for the criteria described above, Charter School may not impose conditions or timelines related to obtaining an IEE at public expense.
2. Parent-initiated evaluations
    - a. If you obtain an IEE of your child at public expense or you share with Charter School an evaluation of your child that you obtained at private expense:
    - b. Charter School must consider the results of the evaluation of your child, if it meets DCS criteria for IEEs, in any decision made with respect to the provision of FAPE to your child; and
    - c. You or Charter School may present the evaluation as evidence at a due process hearing regarding your child.
  3. Requests for evaluations by hearing officers
    - a. If a hearing officer requests an IEE of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

## ANNUAL NOTICE OF RIGHTS REGARDING STUDENT RECORDS:

### CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (34 CFR §300.622)

Unless the information is contained in education records, and the disclosure is authorized without parental consent under FERPA, your consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of the IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

### ACCESS TO CONFIDENTIAL INFORMATION RELATED TO STUDENT (34 CFR §300.611)

1. Related to the confidentiality of information, the following definitions apply:
  - a. *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
  - b. *Education records* means the type of records covered under the definition of "education records" in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).
  - c. *Participating agency* means any Charter School, agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.
  - d. *Personally identifiable* (34 CFR § 300.32) means information that has:
    - i. Your child's name, your name as the parent, or the name of another family member;
    - ii. Your child's address;
    - iii. A personal identifier, such as your child's social security number or student number; or
    - iv. A list of personal characteristics or other information that would make it possible to identify your child with reasonable certainty.
2. **Access Rights (34 CFR §300.613)**
  - a. **Parent Access:** Charter School must permit you to inspect and review any education records relating to your child that are collected, maintained, or used by Charter School under Part B of the IDEA. Charter School must comply with your request to inspect and review any education records on your child without unnecessary delay and before any meeting regarding an IEP, or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline), and in no case more than 45 calendar days after you have made a request.
    - i. Your right to inspect and review education records includes:
    - ii. Your right to a response from Charter School to your reasonable requests for explanations and interpretations of the records;
    - iii. Your right to request that Charter School provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
    - iv. Your right to have your representative inspect and review the records.
      - Charter School may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, or

- separation and divorce.
    - If any education **record includes information on more than one child**, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.
    - On request, each Charter School must provide you with a **list of the types and locations of education records** collected, maintained, or used by Charter School.
  - b. **Other Authorized Access** (34 CFR §300.614): Charter School must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
3. **Fees**
- a. Charter School may charge a fee for copies of records (34 CFR §300.617) that are made for you under Part B of the IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records. Charter School may not charge a fee to search for or to retrieve information under Part B of the IDEA.
4. **Amendment of Records at Parent's Request** (34 CFR §300.618):
- a. If you believe that information in the education records regarding your child collected, maintained, or used under Part B of the IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request Charter School to change the information. Charter School must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request.
  - b. If Charter School refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of the right to a hearing for this purpose.
5. **Opportunity for a Records Hearing** (34 CFR §300.619): Charter School must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.
- a. **Hearing Procedures** (34 CFR §300.621): A hearing to challenge information in education records must be conducted according to the following procedures for such hearings under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1233g ("FERPA"), 34 CFR § 99.22:
    - i. The educational agency or institution shall hold the hearing within a reasonable time after it has received the request for the hearing from the parent or eligible student.
    - ii. The educational agency or institution shall give the parent or eligible student notice of the date, time, and place, reasonably in advance of the hearing.
    - iii. The hearing may be conducted by any individual, including an official of the educational agency or institution, who does not have a direct interest in the outcome of the hearing.
    - iv. The educational agency or institution shall give the parent or eligible student a full and fair opportunity to present evidence to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading, or in violation of the privacy rights of the student. The parent or eligible student may, at their own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.
    - v. The educational agency or institution shall make its decision in writing within a reasonable period of time after the hearing.
    - vi. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.
  - b. **Result of Hearing** (34 CFR §300.620):
    - i. If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must amend the information accordingly and inform you in writing.
    - ii. If, as a result of the hearing, Charter School decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, Charter School must inform you of the right to place in the records that Charter School maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency. Such an explanation placed in the records of your child must:
      - Be maintained by Charter School as part of the records of your child as long as the record or contested portion is maintained by Charter School; and
      - If Charter School discloses the records of your child or the challenged portion to any party, the explanation must also be disclosed to that party.
  - c. **Safeguards** (34 CFR §300.623): **Charter School must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.**
    - i. One official at Charter School must assume responsibility for ensuring the confidentiality of any personally identifiable information.
    - ii. All persons collecting or using personally identifiable information must receive training or instruction regarding State policies and procedures regarding confidentiality under Part B of the IDEA and FERPA.
    - iii. Charter School must maintain, for public inspection, a current listing of the names and positions of those employees within Charter School who have access to personally identifiable information.
6. **Destruction of Information** (34 CFR §300.624)



- a. **Charter School must inform you when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to your child, and the information must be destroyed at your request.**
- b. However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

## **PROCEDURES FOR DISCIPLINARY EXCLUSION OF CHILDREN WITH DISABILITIES.**

There are special rules in Pennsylvania for excluding children with disabilities for disciplinary reasons:

### **AUTHORITY OF SCHOOL PERSONNEL (34 CFR §300.530)**

#### **1. Case-by-case determination**

School personnel may consider any unique circumstances on a case-by-case basis, when determining whether a change of placement, made in accordance with the following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

#### **2. General**

To the extent that they also take such action for children without disabilities, school personnel may, for not more than 10 consecutive school days, remove a child with a disability (other than a child with mental retardation) who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension. School personnel may also impose additional removals of the child of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see Change of Placement Because of Disciplinary Removals for the definition, below) or exceed 10 cumulative school days in a school year. Once a child with a disability has been removed from his or her current placement for a total of 10 school days in the same school year, Charter School must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub-heading Services.

#### **3. Additional authority**

If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see Manifestation determination, below) and the disciplinary change of placement would exceed 10 consecutive school days, Charter School may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child as described below under Services. The child's IEP Team determines the interim alternative educational setting for such services. Under PA special education regulations, a disciplinary exclusion of a student with a disability for more than 10 cumulative school days in a school year can be considered a pattern so as to be deemed a change in educational placement (explained under Change of Placement Because of Disciplinary Removals). Charter School is required to issue a NOREP/Prior Written Notice to parents prior to a removal that constitutes a change in placement (removal for more than 10 consecutive days or more than 10 cumulative days).

#### **4. Services**

The services that must be provided to a child with a disability who has been removed from the child's current placement may be provided to an interim alternative educational setting. A Charter School is only required to provide services to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if it provides services to a child without disabilities who has been similarly removed. Students may have the responsibility to make up exams and work missed while being disciplined by suspension and may be permitted to complete these assignments within guidelines established by their Charter School.

A child with a disability who is removed from the child's current placement for more than 10 consecutive school days must:

- Continue to receive educational services, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
- Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not happen again.

After a child with a disability has been removed from his or her current placement for more than 10 school days during one school year, or if current removal is for 10 consecutive school days or less, and if the removal is not a change of placement (see definition below), then school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see definition below), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

#### **5. Manifestation Determination**

**Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent, and relevant members of the IEP Team (as determined by the parent and Charter**

**School) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:**

- If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- If the conduct in question was the direct result of Charter School's failure to implement the child's IEP.

If Charter School, the parent, and relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If Charter School, the parent, and relevant members of the child's IEP Team determine that the conduct in question was the direct result of Charter School's failure to implement the IEP, Charter School must take immediate action to remedy those deficiencies.

#### **6. Determination that behavior was a manifestation of the child's disability**

If Charter School, the parent, and relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

- Conduct a functional behavioral assessment, unless Charter School had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; or
- If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading Special circumstances, Charter School must return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

#### **7. Special circumstances**

Whether or not the behavior was a manifestation of the child's disability, School personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for up to 45 school days, if the child:

- Carries a weapon (see the Definitions below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of Charter School;
- Knowingly has or uses illegal drugs (see the Definitions below), or sells or solicits the sale of a controlled substance, (see the Definitions below), while at school, on school premises, or at a school function under the jurisdiction of Charter School; or
- Has inflicted serious bodily injury (see the Definitions below) upon another person while at school, on school premises, or at a school function under the jurisdiction of Charter School.

#### **8. Definitions**

- Controlled substance* means a drug or other substance identified under schedules I, II, III, IV, or V in section 202 (c) of the Controlled Substances Act (21 U.S.C. 812(c).
- Illegal drug* means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.
- Serious bodily injury* has the meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.
- Weapon* has the meaning given the term "dangerous weapon" under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

#### **9. Notification**

On the date it makes the decision to make a removal that is a change of placement of the child with a disability because of a violation of a code of student conduct, Charter School must notify the parents of that decision, and provide the parents with a Procedural Safeguards Notice.

#### **Change of Placement Because Of Disciplinary Removals (34 CFR §300.536)**

A removal of a child with a disability from the child's current educational placement is a change of placement requiring a NOREP/prior written notice if:

1. The removal is for more than 10 consecutive school days; or
2. The removal is for more than 15 cumulative school days; or
3. The child has been subjected to a series of removals that constitute a pattern because:
  - a. The series of removals total more than 10 school days in a school year;
  - b. The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in a series of removals; **and**
  - c. Because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by Charter School and, if challenged, is subject to review through due process and judicial proceedings.

#### **Determination of Setting (34 CFR §300.531)**

The IEP must determine the interim alternative educational setting for removals that are changes of placement, and removals under the headings Additional authority and Special circumstances, above.

## 1. General

The parent of a child with a disability may file a due process complaint (see above) to request a due process hearing if he or she disagrees with:

- a. Any decision regarding placement made under these discipline provisions; or
- b. The manifestation determination described above.

Charter School may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

## 2. Authority of hearing officer

A hearing officer that meets the requirements described under the sub-heading Impartial Hearing Officer must conduct the due process hearing and make a decision. The hearing officer may:

- Return the child with a disability to the placement from which the child was removed if the hearing officer determines that the removal was a violation of the requirements described under the heading Authority of School Personnel, or that the child's behavior was a manifestation of the child's disability; or
- Order a change of placement of the child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

These hearing procedures may be repeated, if Charter School believes that returning the child to the original placement is substantially likely to result in injury to the child or to others.

Whenever a parent or a Charter School files a due process complaint to request such a hearing, a hearing must be held in accordance with the following:

- Charter School must arrange for an expedited due process hearing, which must occur within 20 school days of the date the hearing is filed and must result in a determination within 10 school days after the hearing.
- Unless the parents and Charter School agree in writing to waive the resolution meeting, or agree to use mediation, a resolution meeting must occur within 7 calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 calendar days of receipt of the due process complaint.

A party may appeal the decision in an expedited due process hearing in the same way as they may for decisions in other due process hearings.

When, as described above, the parent or Charter School has filed a due process complaint related to disciplinary matters, the child must (unless the parent and Charter School agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading Authority of School Personnel, whichever occurs first.

### Special Rules for Students with Intellectual Disabilities

The disciplinary removal of a child with intellectual disabilities attending either a Charter School for any amount of time is considered a change in placement and requires NOREP/prior written notice (if the disciplinary event does not involve drugs, weapons and/or serious bodily injury). A removal from school is not a change in placement for a child who is identified with mental retardation when the disciplinary event involves weapons, drugs, and/or serious bodily injury.

According to certain assurances the Commonwealth entered into related to the PARC consent decree, a Charter School may suspend on a limited basis a student with mental retardation/intellectual disability who presents a danger to himself or others upon application and approval by the Bureau of Special Education and only to the extent that a student with a disability other than mental retardation could be suspended.

### Protections for Children Not Yet Eligible For Special Education and Related Services (34 CFR §300.534)

#### 1. General

If a child has not been determined eligible for special education and related services and violates a code of student conduct, but Charter School had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that the child was a child with a disability, then the child may assert any of the protections described in this notice.

#### 2. Basis of knowledge for disciplinary matters

Charter School must be deemed to have knowledge that a child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

- a. The parent of the child expressed concern in writing that the child is in need of special education and related services to supervisory or administrative personnel of Charter School, or a teacher of the child;
- b. The parent requested an evaluation related to eligibility for special education and related services under Part B of the IDEA; or
- c. The child's teacher, or other Charter School personnel expressed specific concerns about a pattern of behavior demonstrated by the child directly to Charter School's Director of Special Education or to other supervisory personnel of Charter School.

3. Exception

A Charter School would not be deemed to have such knowledge if:

- a. The child's parent has not allowed an evaluation of the child or refused special education services; or
- b. The child has been evaluated and determined to not be a child with a disability under Part B of the IDEA.

4. Conditions that apply if there is no basis of knowledge

If prior to taking disciplinary measures against the child, Charter School does not have knowledge that a child is a child with a disability, as described above under the sub-headings Basis of knowledge for disciplinary matters and Exception, the child may be subjected to the disciplinary measures that are applied to children without disabilities who engaged in comparable behaviors. However, if a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner. Until the evaluation is completed, the child remains in the educational placement determined by School authorities, which can include suspension or expulsion without educational services. If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by Charter School and information provided by the parents, Charter School must provide special education and related services in accordance with Part B of the IDEA, including the disciplinary requirements described above.

**REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES (34 CFR §300.535)**

1. The state and federal regulations do not:
  - a. Prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; or
  - b. Prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

Subsequent to a referral to law enforcement, an updated functional behavior assessment and positive behavior support plan are required.

2. Transmittal of records

If Charter School reports a crime committed by a child with a disability, Charter School must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom Charter School reports the crime and may transmit copies of the child's special education and disciplinary records only to the extent permitted by FERPA.

THIS ANNUAL NOTICE AND STATEMENT OF POLICY AND PROCEDURES HAS BEEN WRITTEN IN ACCORDANCE WITH CHAPTER 711 OF TITLE 22 OF THE PA CODE AND INCORPORATED INFORMATION FROM APPLICABLE PDE AND STATE FORMS AND SOURCES INCLUDING THE PATTAN PROCEDURAL SAFEGUARDS NOTICE.

THE CONTENT OF THIS NOTICE HAS BEEN WRITTEN IN STRAIGHTFORWARD, SIMPLE ENGLISH LANGUAGE. IF A PERSON DOES NOT UNDERSTAND ANY OF THIS NOTICE, HE OR SHE SHOULD ASK THE DIRECTOR OF SPECIAL EDUCATION OF CHARTER SCHOOL FOR AN EXPLANATION. CHARTER SCHOOL WILL ARRANGE FOR AN INTERPRETER FOR PARENTS WITH LIMITED ENGLISH PROFICIENCY. IF A PARENT IS DEAF OR BLIND OR HAS NO WRITTEN LANGUAGE, THE SCHOOL WILL ARRANGE FOR COMMUNICATION OF THIS NOTICE IN THE MODE NORMALLY USED BY THE PARENT (E.G., SIGN LANGUAGE, BRAILLE, OR ORAL COMMUNICATION).

THIS NOTICE IS ONLY A SUMMARY OF THE SPECIAL EDUCATION SERVICES, EVALUATION AND SCREENING ACTIVITIES, AND RIGHTS AND PROTECTIONS PERTAINING TO CHILDREN WITH DISABILITIES, CHILDREN THOUGHT TO BE DISABLED, AND THEIR PARENTS AND IS ONLY A SUMMARY OF THE CONFIDENTIALITY RIGHTS REGARDING STUDENT INFORMATION.

FOR MORE INFORMATION OR TO REQUEST EVALUATION OR SCREENING OF A CHARTER SCHOOL STUDENT CONTACT THE SPECIAL EDUCATION COORDINATOR OF CHARTER SCHOOL AT 915 HOWARD AVENUE POTTSVILLE, PA 17901, 570.955.3830.

**NOTHING IN THIS NOTICE IS INTENDED TO CONFLICT WITH OR SUPPLANT THE INFORMATION CONTAINED IN THE PENNSYLVANIA DEPARTMENT OF EDUCATION'S CURRENT "PROCEDURAL SAFEGUARDS NOTICE" WHICH IS AVAILABLE THROUGH THE SCHOOL FOR YOUR REVIEW OR WITH APPLICABLE STATE AND/OR FEDERAL LAWS.**

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)  
Dogwood Charter School**

*Annual Notification of Rights under Family Educational Rights and Privacy Act (FERPA) for the 2019-2020 School Year /Notice to Parents and Guardians Regarding the Disclosure of Student "Directory Information"*

The Family Educational Rights and Privacy Act (FERPA), a federal law, affords parents, legally emancipated students, and students over eighteen (18) years of age ("eligible students") certain rights with respect to the student's educational records.

These rights are briefly summarized below and are explained more fully in the Board's Student Records Policy, which is on file at the School and is available upon request:

1. The right to inspect and review the student's educational records within forty-five (45) days of the day Dogwood Charter School

("Charter School") receives a request for access. Parents or eligible students should submit to Charter School's Executive Director ("ED") a written request that identifies the record(s) they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the record(s) may be inspected.

2. The right to request the amendment of the student's educational record(s) the parent or eligible student believes is inaccurate or misleading. Parents or eligible students may ask the Charter School to amend a record that they believe is inaccurate or misleading. Parents or eligible students should write to Charter School's ED, clearly identifying the part of the record(s) they want amended, and specify why the record(s) is inaccurate or misleading. If the Charter School decides not to amend the record(s) as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision in writing and advise of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's educational record(s) except to the extent that FERPA authorizes disclosure without consent, as discussed below.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue SW  
Washington, D.C. 20202-5920**

#### ***Release of Records without Consent***

Generally, the Charter School must have written permission from parents or eligible students in order to release any information from a student's education records. However, FERPA allows the Charter School to disclose that information without consent, to the following parties or under the following conditions:

- School officials with legitimate educational interests. A School Official may include a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law unit personnel); a person serving on the Board; a person or company with whom the Charter School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); contractors, consultants, volunteers, and other outside service providers used by the Charter School; or a parent or student serving on official committee, such as a disciplinary or grievance committee, or assisting another Charter School official in performing his/her tasks. A School Official has a legitimate educational interest if the official needs to review an educational record(s) in order to fulfill his or her professional responsibility;
- Other schools, school systems, or institutions of postsecondary education to which a student is transferring;
- Authorized representatives of the U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education, or State and local educational authorities. Disclosures may be made in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. The entities and officials identified here may re-disclose student information to outside entities and/or individuals that are designated as "authorized representatives" to conduct an audit or evaluation, or enforcement or compliance activity on their behalf. A designation of an "authorized representative," other than an employee, shall be memorialized in a written agreement. The same agreement shall contain provisions intended to guard the privacy of student information. Student records for children seven (7) years or older is exempt from the use of authorized representatives for agencies running programs to improve social, emotional and physical development;
- Appropriate parties in connection with financial aid for which a student has applied or has received, if the information is necessary to determine eligibility for aid, determine the amount of aid, determine the conditions of aid, or enforce the terms and conditions of aid;
- Organizations conducting certain studies for or on behalf of the school, to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education, or State and local educational authorities may re-disclose student information to organizations conducting studies identified here. Any re-disclosure of student information, whether by schools or the entities and officials identified here, requires a written agreement. The written agreement shall contain provisions intended to guard the privacy of student information;
- Accrediting organizations;
- To parents of dependent students for IRS tax purposes;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities within a juvenile justice system, pursuant to specific State law.

The Charter School must maintain records of each request for access and disclosure of information from a student's education record(s), except for disclosures to school officials with legitimate educational interests, disclosures to parties with written consent from parents or eligible students, disclosures of Directory Information (discussed below), disclosures under select judicial orders or lawfully issued subpoenas, and disclosures to parents or eligible students. Parents and eligible students have a right to inspect and review the records of requests for access and disclosures.

#### ***Release of Directory Information***

Directory Information includes information contained in the educational record(s) of a student, which is not considered harmful or an invasion of privacy if disclosed, so that it may be disclosed without prior parental consent, unless parents or eligible students have advised the Charter School to the contrary in accordance with Charter School procedures. The primary purpose of Directory Information is to allow the Charter School to include this type of information from the student's educational records in certain school-related publications or notices.

As part of the Charter School's annual notification under FERPA, Charter School designates for the 2019-2020 School Year the following types

or categories of information as “Directory Information”:

- Student Name
- Participation in officially recognized activities, clubs, and sports
- Naming of student to the Honor Roll, National Honor Society or as Valedictorian
- Address
- Telephone listing
- Weight and height of members of athletic teams
- Electronic Mail Address
- Photograph
- Degrees, honors, awards received
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- The most recent educational agency or institution attended

Examples of how and where the Charter School may disclose Directory Information include:

- Newsletters
- A playbill showing student’s role in a drama production
- The annual yearbook
- Honor Roll or other recognition lists
- Graduation programs
- Sports activity sheets
- Companies or outside organizations that manufacture yearbooks
- Newspapers or other news sources
- Class Lists
- Staff and/or Student Directories and/or listings
- Charter School Website
- Charter School Bulletin Boards

These examples are for illustration only and are not an exclusive list of the manner in which Directory Information may be disclosed. This Notice provides parents and eligible students with an opportunity to object in writing to any or all of those types of information that the Charter School has designated as Directory Information. Parents and eligible students have the right to refuse to permit the release by notifying the Charter School in writing that they do not want any or all of those types of information to be designated as Directory Information.

Please note that an opt out of Directory Information disclosures does not prevent the Charter School from identifying a student by name or from disclosing a student’s name, identifier or institutional email address in class in which the student is enrolled. The right to opt out of Directory Information disclosures does not include a right to remain anonymous in class, and may not be used to impede routine classroom communications and interactions, whether class is held in a specified physical location or on-line through electronic communications. Likewise, an opt out of Directory Information disclosures does not prevent the Charter School from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that the Charter School designated as “Directory Information” above.

**YOUR ACTION IS REQUIRED IF YOU WISH “DIRECTORY INFORMATION” NOT TO BE PUBLISHED.** Please submit any refusal with the types of information you wish removed from the list of Directory Information and mail your written objections on or before September 12th or two weeks after enrollment and receipt of this document, to the ED of the Charter School at:

Dogwood Charter School  
P.O. Box 13394  
Pittsburgh, PA 15243

If you have any questions regarding this Notice, please call or write the Executive Director at Charter School at: 915 Howard Avenue Pottsville, PA 17901. If you do not submit a written refusal on or before September 12th, or two weeks after enrollment and receipt of this document, then the Charter School may disclose directory information without your prior consent.

**THE CONTENT OF THIS NOTICE HAS BEEN WRITTEN IN STRAIGHTFORWARD, SIMPLE ENGLISH. IF A PERSON DOES NOT UNDERSTAND ANY OF THIS NOTICE, HE OR SHE SHOULD ASK THE ED OF CHARTER SCHOOL FOR AN EXPLANATION. THE CHARTER SCHOOL WILL ARRANGE FOR AN INTERPRETER FOR PARENTS WITH LIMITED ENGLISH PROFICIENCY. IF A PARENT IS DEAF OR BLIND OR HAS NO WRITTEN LANGUAGE, THE CHARTER SCHOOL WILL ARRANGE FOR COMMUNICATION OF THIS NOTICE IN THE MODE NORMALLY USED BY THE PARENT (E.G., SIGN LANGUAGE, BRAILLE, OR ORAL COMMUNICATION). IF A STUDENT HAS A DISABILITY, ADDITIONAL INFORMATION IS AVAILABLE IN THE CHARTER SCHOOL’S ANNUAL PUBLIC NOTICE OF SPECIAL EDUCATION SERVICES AND PROGRAMS AND RIGHTS FOR STUDENTS WITH DISABILITIES.**

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL’S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.**

## EXTRA-CURRICULAR CODE OF CONDUCT

The purpose of the extra-curricular activity program at Dogwood Charter School (DCS) is to provide students with an opportunity to participate in sports and clubs, but more importantly, to develop sportsmanship, character, commitment and competitiveness in the young men and women who participate.

Participation in extracurricular activities is a privilege, not a right. As a student at DCS, your conduct and choices in the classroom, on the field, and in the community should be in accordance with the code of conduct set forth by DCS.

This code of conduct must be read and signed by all students of DCS, along with his/her parent or guardian before participating in any extra-curricular activity. Students who choose to participate in extracurricular activities will also be held to the same standard of behavior and discipline that is reserved for students who do not participate in extracurricular activities.

Coaches and/or activity advisors may also distribute a separate policy for each activity, which must also be acknowledged by your signature. Those policies must meet the minimum standards contained here.

### I. Academic Eligibility

1. To be eligible for interscholastic competition, a DCS student must be mastering the content of all of their subjects on a weekly basis. This will be measured by completing all assignments and participating in the Narration and Grand Conversation in all classes.
2. At the end of each trimester, upper school students must maintain mastery in all of their classes in order to participate in any extra-curricular activity.
3. Eligibility refers to a student's ability to participate in off-campus field studies (field trips, special walks), after-school activities (such as clubs or dances), competitive sports, and special Dogwood events (such as end-of-year celebrations, guest presenters or other special programs). A student maintains eligibility in three ways – attendance, classroom participation, and discipline. Eligibility is assessed on the 30 calendar school days before the event.
  - a. Attendance: If a student has an excessive amount of late arrivals or unexcused absences, this will affect eligibility.
  - b. Classroom Participation: Students who do not actively participate in class, complete class work, or complete homework reading logs will not be able to participate at the teacher's discretion.
  - c. Discipline: If a student makes a choice that results in 3 or more disciplinary actions or any suspensions, this will affect their eligibility.

### II. Academic Ineligibility:

1. If a student is ineligible, parents will receive an Eligibility Referral Form (ERF) for the student. This form outlines what has been expected of the student, the interventions and help that the school has offered the student, and finally how the student has chosen not to correct the actions or complete the work.
2. A student with a current ERF is not eligible to participate in the aforementioned field studies, after-school activities, competitive sports, and special events.
3. An ERF expires when the initiating staff member signs the form stating that the student has made up all work and is clearly back on track.

### III. Attendance Ineligibility

1. In order to participate in any activity, a student must be in attendance at school before 8:30 AM.
  - a. The exceptions to this rule are a doctor's appointment/note, a family or medical emergency, or extenuating circumstances.
  - b. These exceptions require a note from the student's parent/guardian to be reviewed by the Student Coach and the Athletic Director.
2. The student may not have more than three (3) unexcused absences and/or ten (10) excused absences during the previous year as per Truancy Guidelines.
3. Absences that are foreseen should be mentioned to the coach or club advisor two weeks in advance.

### IV. Required Health Screenings, Physicals, and Other Paperwork

1. In order to participate in any athletic activity, students must have a complete physical by a certified doctor and must have the required PIAA Physical Forms returned to the coach or Athletic Director before being allowed to participate.
2. Other required paperwork must also be submitted prior to participation. This includes, but is not limited to, Concussion Recognition and Management Forms, Recognizing Cardiac Arrest Forms, and any other Permission Slips that may go along with that extra-curricular activity.

### V. Discipline Code of Conduct for Extra-Curricular Activities

1. All participants are subject to the Dogwood Charter School's Code of Conduct, as stated in the Student Handbook, and the Sports Code of Conduct (see Section VII) when involved in activities and/or athletic programs.

2. All students will show proper decorum and courtesy to fellow participants and good sportsmanship to coaches, referees and members of the opposing teams.
3. A student is required to abide by the rules of the Dogwood Charter School Discipline Code. Any infraction by the student while participating in an athletic event or school activity will be treated as if it occurred during the school day and in school – it will be handled by the coach and administration.
4. Suspensions: If the violation involves an exclusion from school (suspension):
  - a. In-school suspension (ISS) or Out-of-School suspension (OSS) - the student will be suspended from athletic activities for the same calendar days.
  - b. Students who receive In-School Suspension will be scheduled the first available day.
  - c. Scheduled events do not take precedent over assignment of suspension.
  - d. Students who have In-School Suspension, may not attend any school activities that evening.
  - e. Any suspension (ISS or OSS) will result in a 30 day suspension from extra-curricular activities.
  - f. Three or more reflection hours will also result in a 30 day suspension from extra-curricular activities.
5. Consequences prior to the third reflection hour are up to the coach or club advisor's discretion.
6. Reflection Hour
  - a. If the student has a Reflection Hour, he/she must report directly to the coach and inform him/her of the date that the Reflection Hour will be served.
  - b. The Student Coach contacts the Athletic Director, coach and/or club advisor about the student who is serving a Reflection Hour.
7. A student who represents DCS must be a team player and avoid any actions that are detrimental to the unity of those involved with him/her in any sports or activities.

## VI. Sports Program Code

1. Ejection for misconduct during an athletic contest:
  - a. Mandatory Disqualification. Any Coach and/or contestant who, while Coaching or competing for a PIAA member school, is ejected from a Contest by a state high school association recognized and/or registered official in that sport for unsportsmanlike conduct or flagrant misconduct shall be disqualified from Coaching and/or participating for the remainder of the day and in all Contests on the next Contest day of the same level (varsity, junior varsity, or otherwise) of competition from which the Coach and/or contestant was previously disqualified.
  - b. For a Coach, participation in the next Contest includes any contact by the Coach with members of the Team, including other Coaches, between the time that the Team arrives at the Contest site and the conclusion of the last Contest of the day.
  - c. All ejections will also be forwarded to administration for review.
2. Use of Profanity
  - a. Use of Profanity is prohibited. All offenses will be addressed by the team coach. The coach must contact the Student Coach and inform him in a timely manner to enact a disciplinary consequence.
3. Conduct unbecoming a student
  - a. Conduct unbecoming a student representing DCS during an activity will be addressed by the team coach and may result in:
    - 1st offense – 1 game and/or 1 day suspension from sport or activity
    - 2nd offense – 2 games and/or 2 days suspension from sport or activity
    - 3rd offense – suspension from the team/club
2. Tobacco, Alcohol and other Drugs
  - a. Our goal is to ensure the safety of all participants and because of this, the following violations are taken seriously:
    - assault and/battery of any kind,
    - bullying
    - fighting
    - weapons possession
    - gambling,
    - possession/use of narcotics, stimulant drugs, alcoholic beverages, cigarettes or any type tobacco products, and e-cigarettes or vaping paraphernalia
  - b. All alleged violations are to be reported immediately to a teacher, the Student Coach or the DOE. Appropriate corrective action up to and including discharge of an employee or suspension or expulsion of a student may be taken. The corrective process will align with DCS's by-laws and policy regarding conflict resolution and in full accordance with due process rights.
    - First Offense:
      - dismissal from team and/or club(s)
      - 30 day suspension from all extracurricular activities
      - Referral to DCS Board of Trustees (BoT) for a disciplinary hearing
      - Possible referral to Law Enforcement Officials



3. Criminal Activity
  - a. Any student who has been convicted, pleads guilty, or pleads nolo contendere (as a juvenile or adult) to a crime committed off school property that constitutes a misdemeanor or felony related to the use, possession or distribution of alcohol, drugs, controlled substances, look-alikes and drug paraphernalia shall be:
    - expelled from team and/or club(s).
    - referred to DCS Board for a disciplinary hearing.
4. Incidents Occurring Off School Property
  - a. Except as otherwise provided under section E, for all incidents occurring off school property where there exists a reasonable suspicion that inappropriate behavior as defined in this Sports Program Code has occurred, the coach and Student Coach may take one or more of the following steps:
    - Conference with parent, student, coach/advisor, Athletic Director, and the Student Coach
    - Possible suspension/expulsion from team after investigation
    - Possible referral to Student Assistance Program
    - Notify the Director of Education
5. Non-Compliance Consequences
  - a. If the student does not follow the procedure and recommendation in any of the sections above, he/she will not be permitted to participate in any future DCS extra-curricular programs until the student comes into compliance.
6. Students With a Drug and Alcohol Problem:
  - a. may voluntarily come forward to request assistance
  - b. will receive a referral to Student Assistance Program
  - c. possible consequences will be determined after a case review has taken place and will be in keeping with our school code of conduct policy.
7. Transportation:
  - a. All members of DCS sports program/club/activity will ride school provided vehicles to travel to and from facilities. Exceptions may be made with written parental permission and the approval of the Student Coach and/or Athletic Director in advance of the athletic competition/program.
  - b. If parents cannot pick up students at the specified pick up time after practice, game or activity nor can make arrangements to carpool, students will not be permitted to participate.
8. Parental Involvement:
  - a. All Parents and guardians will be expected to demonstrate good sportsmanship and regard while attending programs, events, practices at both home and away games and/or competitions.
  - b. All parents and guardians are expected to respect the decisions made by game officials.
  - c. All parents and guardians are expected to respect the decisions made by the coaching staff/advisor regarding their child's role in extracurricular activities/sports.
  - d. All parents and guardians are expected to resolve potential misunderstandings and disagreements with coaches and/or administration as follows:
    - Student should ask the advisor/coach for a face to face meeting to address the misunderstanding or problem.
    - If the issue is not resolved, parent or guardian may then contact the Student Coach and Athletic Director to request a meeting with his/her child and the coach/advisor.
  - e. Parents and guardians are expected to refrain from seeking a conference with a coach after practice, event, or a game.
  - f. Parents and guardians are asked to respect the private family lives of all the coaches/advisors and not call them at their private residences unless it is an emergency.
9. Equipment and Uniform Care
  - a. Uniforms should be treated with care and maintained with respect, including keeping them clean and intact.
  - b. Uniforms should not be worn for any other reason than on game/event days. If a student is being disciplined or will not be attending the game that day, the uniform may not be worn to school.
  - c. Uniforms must be turned in at the end of the season clean and in good repair. Consequences may include a fee to clean, repair, and/or replace the item.
  - d. Equipment should be treated with care and maintained with respect. If equipment is misused or broken due to neglect, consequences may include a fee to repair and/or replace the item.
  - e. Some sports and activities may require students to purchase their own equipment. We do our best to provide as much equipment as possible; however, some sports require precise fitting to an athlete's needs.
10. Participation in Alternate School Extracurricular Activities
  - a. If DCS does not offer a sport or a club similar to one in their home district, DCS students may participate in the home district school's extracurricular activities.
  - b. Students must continue to abide by DCS Code of Conduct and Handbook as well as that school district's policies and procedures
  - c. Students from other schools that participate in DCS Extracurricular Activities must also abide by DCS Code of Conduct

- and Handbook as well as their home school district's policies and procedures
- d. Students who will be leaving DCS early to attend practices, games and events at other schools:
    - must seek permission two weeks prior to the start date
    - are responsible for making up any work missed
    - must submit an Athletic Release Form
    - must maintain academic eligibility
11. Commitment
- a. Definition: "the state or quality of being dedicated to a cause, activity, etc."
  - b. Commitment to two teams and/or clubs:
    - If days and times do not conflict, you may participate in more than one sport or club.
    - Coaches may need to conference to ensure that this will be possible.
  - c. If you have completed all paperwork and tried out for a team and attended a practice or have attended a club meeting, you are now committed to that sport or activity.
  - d. Once committed, if you decide to quit the team or club, you may not rejoin that team or club until the following school year. The coach or club advisor shall determine whether or not you may participate the following school year.
  - e. Practice and participation is mandatory. Recurring absence from practices, games, and/or club activities may result in expulsion from club or sport at the coach or advisor's discretion. If you miss ten percent of practice days or club days without valid excuse, you will no longer be permitted to participate. Students may also lose the privilege of participating in other sports and clubs throughout the school year, as well.
12. Parent/Guardian Signed Consent:
- a. A parent or legal guardian and the student athlete must sign the Dogwood Charter School Extracurricular Code of Conduct consent form and return it to the coach/advisor before participating in any event, program or practice of the season. This will assure the coach/advisor that the student and parent/guardian have read this Code and agree to abide by it.

**EXTRA-CURRICULAR CODE OF CONDUCT  
CONSENT FORM**

**I HAVE READ THE DOGWOOD CHARTER SCHOOL EXTRA-CURRICULAR CODE OF CONDUCT  
AND AGREE TO ABIDE BY IT.**

**STUDENT NAME**  
**(PRINT)**\_\_\_\_\_

**SIGNATURE**\_\_\_\_\_  
**DATE**\_\_\_\_\_

**SPORT/ACTIVITY**  
\_\_\_\_\_

.....

**PARENT/GUARDIAN NAME**  
**(PRINT)**\_\_\_\_\_

**SIGNATURE**\_\_\_\_\_  
**DATE**\_\_\_\_\_

**RELATIONSHIP (CIRCLE)**                      **MOTHER**      **FATHER**      **GUARDIAN**

**[PLEASE RETURN THIS FORM TO THE SCHOOL]**

## ACCEPTABLE USE POLICY ACKNOWLEDGMENT OF AGREEMENT

Name (Please Print)

(Last)

(First)

(Middle Initial)

Signature \_\_\_\_\_ Date \_\_\_\_\_

As a User of DOGWOOD CHARTER SCHOOL Computer Resources, I have read the entire Acceptable Use Policy, which consists of 7 pages, understand it and agree to comply with the guidelines contained in the Policy as explained by DOGWOOD CHARTER SCHOOL and the Director of Technology. In addition to complying with all terms of the Policy, when using any DOGWOOD CHARTER SCHOOL Computer Resources, as defined above, I accept the following basic rules:

1. I will treat all Computer Resources with care and will leave them in good working condition when I am finished.
2. I will use appropriate language on all Computer Resources. If the language is obscene, defamatory, harassing, sexually explicit, threatening, violent, insulting, demeaning or otherwise inappropriate as deemed by a teacher, the Director of Technology or the Executive Director, I will not access it, use it, or disseminate it.
3. I will always treat people on-line with respect. I will not use any DOGWOOD CHARTER SCHOOL Computer Resource to insult or threaten other Users. I assume responsibility for the content of messages I send to others.
4. I will respect the privacy of other Users and will not make any attempts to gain access into the private mailboxes of those Users. I will not allow other Users access to my mailbox and will keep my password private.
5. I understand that Computer Resources are to be used for educational use. I understand that the system administrator or Director of Technology can access and read my messages.
6. I understand that all Computer Resources belong to the School and I will treat them with respect.
7. I will not install or download any applications (games), programs or materials at school from the Internet or from any Computer Resources unless the Director of Technology gives me permission in writing.
8. I will not add any software to the school's Computer Resources unless the Director of Technology gives me permission in writing.
9. I understand that the software provided to me for use is protected under copyright law. I agree not to copy this software unlawfully and/or distribute any materials provided for our use. I will model and encourage ethical use of the software among my friends, family members, and the community.

By signing the Parent/Student Acknowledgement Form, you agree to abide by the Acceptable Use Policy and understand that failure to follow all rules as explained in this document may result in the loss of your privileges to Computer Resources; disciplinary action, including suspension or expulsion from DOGWOOD CHARTER SCHOOL; termination of employment; charges for damages; and civil or criminal penalties. You are subject to the punishment determined by DOGWOOD CHARTER SCHOOL.

**[PLEASE RETURN THIS FORM TO THE SCHOOL]**

**Parent/Student Handbook and Student Code of Conduct  
Acknowledgement - Student & Parent/Guardian Copy**

To verify that you have received and reviewed the Dogwood Charter School Parent/Student Handbook and Student Code of Conduct and this checklist, please sign the following statements:

**STUDENT:**

I have reviewed the Parent/Student Handbook, including the Student Code of Conduct, with my parent or guardian and understand my responsibilities and agree to abide by school rules.

Student Name: (please print) \_\_\_\_\_ Grade: \_\_\_\_\_  
\_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**PARENT/GUARDIAN:**

I have reviewed the Parent/Student Handbook, including the Student Code of Conduct, with my child and understand my child's responsibilities.

Parent/Guardian Name: (please print) \_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**PARENT/GUARDIAN:**

I understand that my responsibilities to the school and my positive participation are vital to my child's success at the school.

Parent/Guardian Name: (please print) \_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

***Please keep this page for your records and return the next page to the school.***

**Parent/Student Handbook and Student Code of Conduct  
Acknowledgement - Office Copy**

To verify that you have received and reviewed the Dogwood Charter School Parent/Student Handbook and Student Code of Conduct and this checklist, please sign the following statements on this page and the following:

**STUDENT:**

I have reviewed the Parent/Student Handbook, including the Student Code of Conduct, with my parent or guardian and understand my responsibilities and agree to abide by school rules.

Student Name: (please print) \_\_\_\_\_ Grade: \_\_\_\_\_  
\_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**PARENT/GUARDIAN:**

I have reviewed the Parent/Student Handbook, including the Student Code of Conduct, with my child and understand my child's responsibilities.

Parent/Guardian Name: (please print) \_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**PARENT/GUARDIAN:**

I understand that my responsibilities to the school and my positive participation are vital to my child's success at the school.

Parent/Guardian Name: (please print) \_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**[PLEASE RETURN THIS FORM TO THE SCHOOL]**



## **ENGLISH LEARNER PROGRAM**

### **I. Goals and Objectives**

The goal of the Dogwood Charter School is to provide English as a Second Language program for each student whose dominant language is not English for the purpose of facilitating the student's achievement of English proficiency and to meet the academic standards under Chapter 4.12.

### **II. Student/Parent Orientation**

The ESL Staff will assist with student acclimation. The orientation program for parents and students will include but is not limited to the following:

- a tour of the building
- review of school procedures: supplemental classwork/classwork, attendance, etc.
- review of the ESL program
- review of content area classes
- review of special programs available
- meeting with administration, guidance counselors, and faculty (when possible)
- review of extracurricular activities
- a question/answer period

District and IU staff will strive to provide these orientations to the students and parents in their preferred mode of communication and in the language they are able to understand. All materials in the Dogwood Charter School Curriculum will be assessed to meet the needs of ESL students. Students will receive differentiation of instruction through scaffolding, texts, and technology that supports the proficiency level of EL students.

#### **Requesting Resources and Support**

As new knowledge is introduced in the field, new instructional approaches that require different resources come to our attention. Provide educators with a process for requesting resources and support when they want to try out new approaches or strategies in their classrooms. Ask them to periodically report on what they are doing, how it is going, and what they are learning.

### Assessing Your Instructional Materials

ELs need equitable access to the same challenging curricula as non-ELs.<sup>19</sup> Review your textbook series in each content area to evaluate the extent to which their content includes scaffolds and modifications for ELs at different proficiency levels and provides resources for teachers of ELs. Closely analyze the texts for cultural relevancy and sensitivity. Also consider your teachers' access to high-quality linguistically and culturally relevant supplemental materials in their classrooms for use in everyday instruction. See that the school library has a bilingual section as well as a selection of high-quality culturally diverse books (Lee & Low Books is the largest multicultural book publisher in the United States). Check to see that the art room has a diverse representation of artists and artwork from around the world. Think critically about pictures, posters, bulletin board designs, and banners that are posted in formal and informal learning spaces, such as the gymnasium, auditorium, hallways, bathrooms, and other staff offices to ensure that the messages are culturally affirming and that the language and content are representative of your student body.

### Creating a Resource Inventory

Compile a list of instructional materials and resources that are dispersed among classrooms and learning spaces throughout the building. This allows teachers to look up what materials and resources the school already has and share resources with one another.

### Incorporating Technology

Recent software and apps may be beneficial to teachers as they plan and adapt lessons for ELs. For example, one study found that teachers' linguistic knowledge and awareness increased using a professional development software application.<sup>20</sup> Principals should explore different software options to aid their instructional staff in providing instruction to ELs. Technology is a learning tool as well as teaching tool. Utilize apps and online platforms that allow students to engage in interactive virtual learning spaces while providing appropriate instruction and access to ELs to develop technology skills necessary for success in the 21st century.

### Differentiating Instruction

Pennsylvania has developed a resource to assist teachers in planning instruction for ELs. The Pennsylvania EL Differentiation Tool is a dynamic, interactive web-based resource for modifying classroom content to meet the educational needs of ELs. Supporting the age-appropriate development of differentiated language activities, this online tool connects the Pennsylvania English Language Development Standards framework with Pennsylvania's Core and Academic Standards.

## III. Student Identification and Placement

### Enrollment:

For specific enrollment requirements and procedures see BEC entitled Enrollment of Students.

### Identification:

All prior academic records from previous US schools will be reviewed.

Students and/or Student Guardians complete a Home Language Survey upon registration with school district. Dogwood Charter School students whose Primary Home Language is other than English should be referred to the IU ESL Coordinator for language proficiency screening as required by federal law. Parents or guardians will be notified of assessment and placement information. Students' prior academic records from previous schools attended will be reviewed.



### Exemption from English language proficiency testing:

Students identified as PHLOTEs may be exempt from a formal English language proficiency assessment if they meet two of the following three criteria:

School records indicating:

- a. For current students grades K-9, student demonstrates adequate progress in class on oral and written narration on a consistent basis. For newly enrolled students in grades K-10, records demonstrate final grades of B or better in core subject areas (Mathematics, Language Arts, Science and Social Studies);
- b. Scores on district-wide assessments that are comparable to the Basic performance level on the PSSA; and
- c. Scores of Basic in Reading, Writing and Math on the PSSA

Any student who may be classified within any of the following categories should be provided English as a Second Language instruction:

- d. A student who understands, speaks, reads and writes his/her native language fluently but who does not understand, speak or write English.
- e. A student who understands and speaks his/her native language but has limited or no ability to read and write his/her native language and who does not understand, speak or write any English.
- f. A student who has limited understanding of spoken English but does not speak it.
- g. A student who understands and speaks English on a limited basis but who is unable to read or write English.
- h. A student who apparently understands and speaks English but who encounters difficulty in comprehending the specialized language and concepts contained in the different content areas.
- i. A student who understands and speaks English with a limited vocabulary.

### Assessment:

#### Initial identification and reclassification:

The ESL Coordinator will refer to IU for assessment newly enrolled students without academic records for their English language proficiency within 30 days of the beginning of the school year and within 14 days during the school year using the following instrument:

- W-APT (WIDA ACCESS Placement Test)

The District shall conduct the following assessments for additional information:

- Student observation
- Teacher feedback; Narrative Report Cards
- Classroom performance checks, participation
- Trimester Exams
- Multiple formal and informal assessments

The ESL team, composed of the ESL teacher/ESL coordinator, classroom teacher will review student background information and test results. Educators must take into consideration the State's ELP levels described within the PA ELPS standards when placing students in an instructional program for ELLs. Instructional placement of ELLs will be age and grade appropriate.

### Annual English Language Proficiency Testing:

All ELLs (English Language Learners) receiving daily ESL instruction during the designated test window will participate in Pennsylvania's annual English Language Proficiency testing. Students who have exited or are being monitored do not participate in this yearly test.

ACCESS Tier Assignment: W-APT results are used to determine the annual state English language proficiency assessment, ACCESS for ELLs®, tiers (A, B or C). The following guide must be used for tier selection and placement:

Grades 1-12	
W-APT Composite Proficiency Score	Tier
1.0 – 2.4	A
2.5 – 4.0	B
>4.0	C

#### Placement:

When using the W-APT for Identification and/or placement, pre-kindergarten students with a listening and speaking score of 10-14 will be observed for additional data before being classified as an ELL. When using the W-APT for Identification and/or placement in second semester grade 1- through grade 12, a composite proficiency score of 4.6 or higher meets the minimum requirement for a student to be exempted from ESL.

When using the W-APT for Identification and/or placement of entering kindergarten students, a raw score for listening and speaking of 15 or higher meets the minimum requirement for a student to be exempted from ESL. A student entering in the second half of the kindergarten year will take all four components: listening, speaking, reading and writing or only the oral portion (listening and speaking).

First semester, first grade students are required to take all four components of the Kindergarten W-APT. PDE has not yet provided reading and writing raw scores needed to make placement decisions for first semester, first grade students. PDE is in the process of reviewing its policy concerning placement decisions in connection with the Kindergarten W-APT and will provide guidance as soon as it is available. In the interim period, multiple criteria including standardized tests, oral interviews and observations will be considered in making placement decisions.

After it is determined that the student is in need of ESL instruction, a recommendation for age/grade appropriate placement, as well as classroom strategies, grading, and parent involvement, will be made by the ESL team.

Students will be assessed periodically via formal and informal testing. A variety of factors will determine the length of ESL instruction and support services, e.g., age, language competency, rate of progression, and the support and techniques used by classroom teachers in teaching content areas.

## **IV. Instructional Program**

### **Planned Instruction for ESL Classes:**

### **Planned Instruction for ESL Classes:**

Dogwood Charter School will run an English as a Second Language (ESL) program. An ESL team reviews student background information and test results. An instructional plan will be developed that is appropriate to the student's language proficiency level and congruent with the Dogwood Charter School's narrative

curriculum. The student will be placed in the regular education program for major subject areas and activities. ESL classes will be part of the daily schedule and thoughtfully planned from the administrative level so that students are not removed from content classes, whenever possible. As the proficiency of the student advances, a student may require only minimal instructional time, which may be in the form of ongoing support; however, this support will be planned, structured time within the school day. The number of recommended instructional hours will be determined by the student's needs. Dogwood will use the following program model EL-Specific English-Only Instruction.

Regardless of the program model(s) employed, ELs must have equitable access to academic content for all courses in which they are enrolled. ELD is a required component of all LIEPs and is delivered daily by ESL specialists and general classroom teachers.

The LIEP must, at a minimum:

- Be aligned to state academic content standards for the appropriate grade level of the ELs
- Include adaptations/modifications in the delivery of content instruction and assessment by all teachers based on students' language proficiency levels
- Include ELD instruction delivered by properly certified teachers who hold an ESL program specialist certificate
- Incorporate the use of the Pennsylvania English Language Development Standards
- Provide equitable access to grade-level content for ELs at all language proficiency levels
- Not limit the enrollment of ELs in any course or academic program for which they would otherwise be eligible

Once DCS determines what their LIEP will be, effective implementation becomes the daily responsibility of all administrators, faculty, and staff.

Recommended instructional hours are as follows:

- a. Entering (Level 1)/ Beginning (Level 2) students: up to 2 hours
- b. Developing (Level 3) students: 1-2 hours
- c. Expanding (Level 4) students: up to 1 hour
- d. Bridging (Level 5) students: up to 1 hour or support dictated by student need

*\*Levels are defined by the PA ELPS*

The following evidence-based practices will be utilized:

- Instruction/Instructional support will be provided in the Native Language as needed
- Small group explicit interventions will be provided for struggling EL students
- Student progress will be actively monitored

EL Students will be scaffolded in the following way:

- Beginning
  - Access to curriculum content in the Native Language as needed
  - Graphic organizers for sentence structure
  - Word walls and word banks
  - Reduction in the linguistical work
- Intermediate
  - Access to curriculum content in the Native Language as needed
  - Sentence stems
  - Word Walls and word banks
- Advanced
  - Revisit scaffolding for all levels

**Planned Instruction in Academic content areas:**

Dogwood Charter School will provide ELLs with meaningful, comprehensible access to instruction in all content areas required by PA academic standards. The PA ELPS PreK-12 is an overlay to the academic standards and will be incorporated in planned instruction for ELLs by all teachers. The district will support instructional planning and evaluation efforts between the ESL teachers and content area teachers by providing opportunities for collaboration of relevant staff to support the linguistic and academic development

### Exiting Students:

Students will be recommended to exit the ESL program when they meet the mandated State criteria as listed below.

Assurance of implementation of the exit criteria by LEAs will take place within the Federal Programs Consolidated Monitoring Plan. The multi-criteria reclassification procedures include: Students are reclassified **if they test proficient on a language proficiency exam and meet or exceed standards on the state reading test**. Students in grades K-2 must also have a teacher recommendation. ELL students are reassessed for English proficiency at least every 2 years. The ACCESS for ELLs® and the language use inventories are used. The threshold for reclassification: 10.5. When this reclassification score is equal to or greater than the cutoff, then a student should be reclassified.

### **Required Exit Criteria:** (must meet both criteria)

1. Score of Basic on the annual Pennsylvania System of School Assessment (PSSA).

### **SPECIAL CIRCUMSTANCES:**

- For students transferring from other states, out-of-state academic achievement assessment results may be considered when the academic proficiency level is comparable to Basic on the PSSA.
- For students that are in a grade that is not assessed with the PSSA, LEA's must use each of the remaining criteria listed below to exit students.

### **Re-designating former ELs**

If it is determined during the active monitoring phase that an EL is struggling academically as a result of persistent language barriers, then the district must have plans in place to re-designate that former EL as an active EL and re-enroll him/her in the LIEP. The district must demonstrate that the FEL is struggling as a result of persistent language acquisition needs and not academic needs, which require academic supports and/or interventions. FELs who have been re-designated as active ELs must meet the state-required criteria to be reclassified as FELs. In cases such as these, the monitoring process starts over from year 1 upon the second reclassification.

-DCS AND AEDY must develop local plans for how to complete the inventories for reclassification:

### **LEA and AEDY have to**

- select content teachers who will complete the inventories
- manage the decision-making/reporting process using this procedure and these criteria
- train staff to use the rubrics and evaluate the students' language use
- hold teachers accountable for completing the inventories
- select students for whom inventories will be completed in anticipation of qualifying ACCESS scores

### **-Monitoring of former ELs**

DCS AND AEDY must include in their LIEP uniform procedures in accordance with state requirements for actively monitoring the progress of former ELs (FELs) for a period of two years after reclassification and reporting FELs to the state for an additional two years (total of four years of monitoring status).

### **-Active Monitoring Period – first two years after reclassification**

DCS AND AEDY must ensure that ELs in the first two years after reclassification do not struggle academically as a result of persistent language barriers. In order to do this, DCS and AEDY must develop and implement a process for actively monitoring students' progress and achievement in the general academic program delivered without specialized, planned language supports. DCS and AEDY are free to create their own process, but it must, at a minimum, include tracking student progress in all core academic classes and soliciting feedback from core academic teachers periodically throughout the school year with sufficient frequency to preclude a student falling significantly behind.

### **-Additional monitoring period – third and fourth years after reclassification**

DCS are required to continue reporting FELs to the state in PIMS for an additional two years after the active monitoring period. DCS are not required to actively monitor the progress and academic achievement of ELs in the general education program during these years. At the end of the fourth year after reclassification, ELs are coded as Former ELs – no longer monitored for the remainder of their time in school.

### **-Re-designating former ELs**

If it is determined during the active monitoring phase (Step 3) that an EL is struggling academically as a result of persistent language barriers, then the district must have plans in place to re-designate that former EL as an active EL and re-enroll him/her in the LIEP. The DCS must demonstrate that the FEL is struggling as a result of persistent language acquisition needs and not academic needs, which require academic supports and/or interventions.

FELs who have been re-designated as active ELs must meet the state-required criteria to be reclassified as FELs. In cases such as these, the monitoring process starts over from year 1 upon the second reclassification.

2. Accountability score of 5.0 on an ACCESS for ELLs Kindergarten assessment or total composite score of 5.0 on a Tier C ACCESS for ELLs assessment (*See items A and B below for cutoff score flexibility*). (*Kindergarten guidance 8/11*)

A. Following the scoring criteria in the table below, the W-APT may be administered between April and June to students who scored below the minimum cutoff for program exit on the January administration of the ACCESS in order to demonstrate sufficient progress to justify exit.

NOTE: The W-APT may ONLY be administered to a student once in any school year.

<b><u>Grade Level</u></b>	<b><u>ACCESS Score</u></b>	<b><u>Required W-APT Scores*</u></b>
Kindergarten	*Cutoff score flexibility not allowable for kindergartners	
1-5	4.6-4.9	5.0 in each domain
6-8	4.7-4.9	5.0 in each domain
9-12	4.8-4.9	5.0 in each domain

\* A student must score 5.0 in each domain (listening, speaking, reading and writing). A composite proficiency score cannot be used.

- B. A score of PROFICIENT on the reading PSSA can be used along with all other required criteria outlined in this policy to justify exit for students who achieve a composite proficiency score of 4.5 to 4.9 on the

January administration of the ACCESS. In this case, W-APT scores are not necessary to demonstrate progress from the time of ACCESS administration to the end of the school year.

**Additional Exit Criteria:** (must meet 1 of the 2 criteria)

1. Final grades of C (or its narrative/rubric equivalent) or better in core subject areas (Mathematics, Language Arts, Science and Social Studies).
2. Scores on district-wide assessments that are comparable to the Basic performance level on the PSSA.

Monitoring Students:

Upon exiting the program the students will be monitored for two years. A letter will be sent to the parents indicating that the student's progress will be monitored for two full academic years. (Appendix C: Notification of Monitor Status) The ESL teacher or other appropriate district staff will complete the PA Department of Education recommended Post-Exit ELL Monitoring Form for two years. (Appendix D: Monitor Forms) This form will be kept in the student's permanent file. At the conclusion of the two-year monitoring the student will be recommended for exit from ESL. Monitored students will not return to ESL for a non-language issue; therefore, they need to follow the rules under the following grading/retention section.

Grading/Retention Policy:

ELLs will be graded using the same grading system as all other students. Grades will reflect what the students know and are able to do at their level of English language proficiency. Grading will also reflect the collaboration and coordination of supports by both ESL teachers and content area teachers.

Students who are receiving ESL as well as those being monitored must demonstrate the following in order to pass a class/grade:

- a. Actively listen in class.
- b. Narrate orally.
- c. Written narration.
- d. Attempt to do the assigned work. If help is needed, the student must ask the regular education teacher or go to the ESL teacher. If the student does not complete the assignments and does not ask for help, it will be considered a missed assignment.
- e. Behave appropriately in class.
- f. Bring materials to class.
- g. Follow class rules.

ESL students and those being monitored are not to fail a class or be retained based solely on their lack of language proficiency; however, they can on the basis of excessive absenteeism, unwillingness to participate in class, and consistent refusal to do homework.

If an ELL is retained in a grade, the district will be able to demonstrate that the appropriate modifications were made to instruction and assessment in order to allow ELLs meaningful access to the general curriculum as well as to promote second language learning.

The ESL teacher will brief the faculty prior to the start of the school year about realistic expectations for all students in their classes.

#### Exited Students:

Following the two-year monitoring, the student will exit the ESL program and no longer receive ESL support. A letter will be sent to the parents indicating the recommendation to exit. (Appendix E: Notification of Exit)

### **V. Participation in District Testing**

Procedures for ESL students for PSSA: (see annual PDE Accommodation Handbook for official guidelines)

- a. All limited English proficient students beyond their first year of enrollment in US schools are to be included in the PSSA assessment.
- b. Limited English proficient students who are in their first year of enrollment in US schools may opt out of the Reading and Writing assessments only.
- c. Exited ESL students may be classified in the LEP subgroup during the two-year monitoring process.
- d. English language learners should receive appropriate accommodations as outlined in PDE's PSSA Accommodation Handbook. A list of accommodations will be kept in the student's folder. (Appendix F: PSSA Testing Accommodation Record for ELLs)
- e. Spanish version of the PSSA Math and Science tests will be available as an accommodation for a student whose dominant language is Spanish. The student must have been in U.S. schools for less than 3 years and must be proficient in Spanish.

Procedures for state-required assessments: (added 2/16/11)

- a. ELLs will participate in all state-required assessments (i.e. Keystone Exams, etc.) with allowable accommodations.

### **VI. Student Participation in Related and Extra-Curricular Activities**

All students are encouraged to participate in a variety of extra-curricular activities offered by the district. The ESL team will monitor ESL students in regards to their participation in extra-curricular activities.

### **VII. Pupil Services**

#### Counseling:

English language learners will have access to counseling services in order to assist in their adjustment to a new culture and placement in the school program with peers.

Instructional Guidelines for ELLs with Disabilities: (changes according to PennLINK 10/21/10)

The ESL teacher will be a member of the Individualized Education Program (IEP) team when the student is an ELL. ESL teacher input will provide essential guidance to the IEP team related to the process of second

language acquisition, parent communication, cultural responsiveness and reduction of a language barrier. In addition, the ESL teacher will fulfill the IEP team member requirement of having a person: (1) with knowledge about the general education curriculum (ESL programs and ESL instruction), (2) to interpret the instructional implications of evaluation results, and (3) with knowledge or special expertise regarding the student.

When possible the ESL teacher will be a member of the evaluation team as well. Assessment data, such as the data from classroom observations, progress monitoring, and the results of formative and summative assessments, including data from the annual English language proficiency assessment, ACCESS for ELLs, will be discussed and be part of the evaluation. The evaluation team will consider other data sources such as years in the US, years of instruction in English, and level of English language proficiency per W- APT and/or ACCESS for ELLs. Data related to the second language acquisition process will be part of the present levels indicating how the student is performing in listening, speaking, reading and writing skills, and how he/she compares to the other ELLs with similar profiles, as well as how he/she progresses in relation to what is developmentally appropriate for the English proficiency level of the student per the WIDA Can-DO descriptors and the WIDA Summative Assessment Framework. The expertise of the ESL teacher will be necessary to determine valid recommendations regarding evaluation/placement and on- going ESL instruction for ELLs.

Prior to referral of an ELL for evaluation the district will ensure that the ESL program involves planned instruction by a properly certified ESL teacher and adaptations/modifications in the delivery of content instruction by all teachers. The following will be considered and evidence of such will be available: 1) ESL instruction is sufficient in quantity and quality, 2) the core ESL program is effective and aligned to the proficiency level of the student, 3) appropriate adaptations/accommodations are provided by content teachers, 4) collaboration exists between the ESL and content teachers, and 5) instruction/home-school communication are culturally responsive.

All ELLs who are eligible for special education may continue to receive ESL instruction at their appropriate English language proficiency and developmental levels. The IEP team determines how ESL instruction and special education services can be coordinated and delivered to meet the students' individual needs. Based on these individual needs, ESL instruction will range from full inclusion in an ESL Program to consultative support. Programs will collaborate to ensure that both the language needs and special education requirements are met.

When developing an IEP for an ELL, the IEP team may deviate from the guidelines listed in Section IV. The determination of direct instruction time for a student with a disability is based on the student's English language proficiency level, the nature of the student's disability, and the IEP team's decision based on those factors. For students with significant cognitive disabilities that have not acquired any language skills, the IEP team may determine that "participation" in the ESL program is not appropriate for the student.

#### Migrant:

Students identified as migrant and who are English language learners will be provided ESL instruction, as would any other student who would be eligible for ESL. District will receive a list of migrant students annually from the Migrant Education Program personnel.

#### Vocational-Technical Education:

DCS will not participate.



### Federal and Other Programs:

English Language learners may participate in all federal or other programs for which they qualify. An English as a Second Language team will direct collaboration of services.

- Free and Reduced Lunch
- Title 1 Services
- Medical Access

## **VIII. Staff Development Related to Program**

### District Staff:

All Principals and secretaries receive an Orientation to ESL, provided by the IU, focusing on procedures for enrollment and cultural information.

All administrators, teachers and support staff will receive an Introduction to ESL training focusing on the BEC, procedures for enrollment and cultural awareness provided by the IU.

### ESL Staff:

All ESL staff will meet the requirements of Program Specialist – ESL certificate as stated by the Pennsylvania Department of Education and will be English certified or working towards English certification if providing the sole English instruction at the secondary level.

ESL staff will receive appropriate training to teach ESL. The IU or other professional development providers will provide training as listed in the Act 48 plan.

This training will focus, but not be limited to the following:

- ESL methods
- second language acquisition
- cross cultural processes
- adapting content area instruction

### Content Area Teachers:

Content area teachers will have access to in-service on the following:

- cultural information
- second language acquisition
- adapting/modifying classroom instruction
- appropriate assessment practices

### New Hires:

New teachers will receive “Introduction to ESL” training as part of the Induction Training. Additional new staff, such as administrators or support personnel, will receive training as requested by the district.

## **IX. Funding**

The district budget will include provision for resources/materials, staffing for language instructional programs and professional development for all school personnel as part of core programming. Federal funds can be used to supplement local funding for language instructional programs, but not to supplant state/local funds.

## **X. Title III**

The district will monitor annual Title III allocations and make appropriate decisions as to apply for the funding, join a consortium or decline funding. The IU will serve as the lead of the Title III Consortium and follow all federal guidelines.

## **XI. Community Involvement**

Program planning will be a collaborative effort between administrators, ESL Coordinator, and Intermediate Unit ESL staff. In communicating with parents in the home, parents will have the option of receiving the written information about assessment, academic achievement, and related issues, in their native language or their preferred mode of communication.

If the native language cannot be written by **Dogwood Charter School** staff, then the Intermediate Unit ESL Coordinator will be contacted or district staff will access [www.transact.com](http://www.transact.com) to provide this service or an interpreter of the District's choice will be hired. The same will apply if an interpreter is needed for meetings.

If a parent wishes to make suggestions or requests for alteration about any facet of the ESL program, they may contact the DCS ESL Coordinator or Intermediate Unit ESL Coordinator.

## **XII. Communications with Parents**

The district will communicate with parents in the parents' preferred language and mode of communications. The district will utilize IU translation/interpretation services and documents from TransACT and PaTTAN.

## **XIII. Program Evaluation**

An annual evaluation of the ESL program will take place to ensure the ESL programs are tailored to meet the needs of individual students data to help monitor the program will include but is not limited to the following:

- Narrative report card and/or rubrics
- student assessments
- attendance
- rate of participation in extra-curricular activities
- graduation rate
- discipline rate
- socialization observations
- parent involvement
- staff development programs
- completion of a senior project

#### **XIV. Monitoring**

##### PIMS/LEP System:

The district will submit data annually into the PIMS/LEP System.

##### Self-Assessment Instrument:

The district will complete a self-assessment prior to any scheduled on-site visit conducted by the Regional Monitor.

If no on-site visit is planned, the district will update the files of the self-assessment annually

##### On-Site Monitoring:

The state will communicate with the district to arrange for an on-site monitoring. The Regional ESL Coordinator will contact the district to set an on-site date and identify the monitoring team.



# Special Education Manual

This manual is to provide guidance to DCS staff, specifically the special education department, to ensure all state and federal guidelines/laws are met.

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## Statement of Purpose

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Dogwood Charter School offers a Relational Education that is based on the ideas of Charlotte Mason.

This way of educating is deeply rooted in two primary principles:

- 1) Children are persons, thus they have the innate desire to learn and to live fully.
- 2) We offer students a “banquet of learning” to put them in relationship with the vast inheritance of knowledge around them—with others, ideas, and the natural world—through rich language and real experiences.

Every student attending Dogwood Charter School shall be offered an educational program that meets their individual needs and is suited to their unique abilities. Such a program of special education shall be designed to comply with law, conform to the goals of Dogwood Charter School and shall, to the extent feasible and consistent with the best interests of the student and other pupils, integrate programs of special education with the regular instructional program of the schools.

Children to be served by the special education program of Dogwood Charter School shall include those school-age children as defined by law who so deviate from the average in physical, mental, emotional or social characteristics that they require special educational programs, facilities or services and shall include all school-aged persons in alternative education placements.

## Admissions Process

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- 1) Students with existing and available IEPs are admitted and served immediately after IEPs are reviewed for accuracy and completion. They are adopted on an interim basis and a NOREP/PWN is issued. After an initial adjustment period in which informal evaluations occur at the classroom level, parents/guardians will be contacted about the need for a new IEP to be developed within 30 days of admission to DCS.
- 2) For students whose application indicates that an IEP exists, but is not available either through the parent/guardian or the sending school, a PTE is issued for parent approval for the evaluation process to be initiated and completed on a priority basis.
- 3) For students who transfer from out of state or country an adopting NOREP is signed by parents and a PTE is signed to begin a Pennsylvania Initial Evaluation process.
- 4) For students who receive early intervention, a PTE is issued to transition to evaluate whether the student qualifies for School-Age Special Education Services. Early Intervention Transition meetings are held following the Kinderleben Lottery and notification of possible enrollment to Dogwood.

\*In all cases, full confidential files are requested from the sending school/ district. (see request form)

## Records Retrieval

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### *Incoming Records Procedure*

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- 1) Incoming Special Education records are **date stamped** by office staff who open the mail.
- 2) Records are logged in and delivered to the Special Education department to the lead teacher.
- 3) Records are reviewed for completion by the Special Education Lead Teacher and Enrollment Coordinator who will pay attention to age/grade levels, special issues (i.e. related services and other special needs)
- 4) The Lead Special Education Teacher will assign the student to an appropriate case manager.
  - a. Case manager will carefully review the records received and any identify missing records
  - b. Contact parents (via letter or phone) to introduce themselves and attempt to secure from the parents any missing records.
- 5) Critical documents that are not received, neither from the sending school/district nor through parent contact, must be requested in writing from the sending school. Enrollment Coordinator should be contacted to arrange these requests, a copy of which must be dated and kept on file until the documents are received. This process may need to be repeated. (see Requesting Records Protocol)
- 6) If, within 30 days, a complete confidential file consisting of the five required documents has not been received, case managers must initiate the evaluation process to rebuild a complete file.
- 7) Services begin immediately upon receipt/development of a current, signed IEP.
- 8) Case managers add student information to the Caseload Master List.
- 9) The Lead Special Education Teacher will facilitate information sharing with the school nurse, school counselor, and teachers as necessary.
- 10) If a student transfers from out of state or country an adopting NOREP is signed and a PTE is signed to begin a PA Initial Evaluation

### *Requesting Records Protocol*

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- 1) The Enrollment Coordinator will notify Lead Special Education Teacher the incoming special education enrollment form and release of records.
- 2) The Enrollment Coordinator formally requests records for all their incoming students.
- 3) The previous district has 10 days to provide records and if records are not received within that time frame another formal request will be sent by the Enrollment Coordinator



## Confidentiality

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Dogwood Charter School shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, retaining, disclosing and destroying student special education records, in accordance with Board policy, state requirements, and federal and state law and regulations.

Each participating agency may charge a fee for copies of records (34 CFR §300.617) that are made for parent/guardian under Part B of the IDEA, if the fee does not effectively prevent the parent/guardian from exercising their right to inspect and review those records. A participating agency may not charge a fee to search for or to retrieve information under Part B of the IDEA.

The rights provided by this policy apply to parents/guardians of students who receive special education programming and services from Dogwood Charter School or an outside program provided through Dogwood Charter School.

### **A. Destruction**

- ❖ Physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

### **B. Disclosure**

- ❖ Permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

### **C. Educational Records**

- ❖ Include the records and information covered under the definition of education records in the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.

### **D. Personally Identifiable Information includes, but is not limited to:**

- 1) The name of a student, the student's parents/guardians or other family members.
- 2) The address of the student or student's family.
- 3) A personal identifier, such as the student's social security number, student number, or biometric record.
- 4) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
- 5) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 6) Information requested by a person who the Dogwood Charter School reasonably believes knows the identity of the student to whom the education record relates.

### *Parental/Guardian Access Rights*

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- ❖ Dogwood Charter School shall permit parents/guardians to inspect and review any education records relating to their child(ren) that are collected, retained, or used by the district in connection with providing special education services to the student.
- ❖ Dogwood Charter School shall comply with a parental request to inspect and review education records without unnecessary delay and before any meeting regarding an Individualized Education Program (IEP); any impartial due process hearing relating to the identification, evaluation, educational placement, or the provision of a free and appropriate public education (FAPE) to a student; a hearing related to the discipline of the student; and a resolution meeting. The district shall presume a parent/guardian has authority to inspect and review records relating to their child unless it has been provided documentation that the requesting parent/guardian does not have this authority under applicable state law.
- ❖ Dogwood Charter School shall comply with a parental request for review within forty-five (45) days following receipt of the request. A parent's/guardian's right to inspect and review education records includes the right to:
  - a) A response from the Dogwood Charter School reasonable requests for explanations and interpretations of the records;
  - b) Request that Dogwood Charter School provide copies of the records if failure to provide copies would effectively prevent the parent/guardian from exercising the right to inspect and review the records; and
  - c) Have a representative inspect and review the records
- ❖ If an education record includes information on more than one (1) student, the parents/guardians shall have access only to the information relating to their child or shall be informed of the information in the record.
- ❖ Dogwood Charter School shall provide parents/guardians, upon request, a list of the types and locations of education records collected, maintained, or used by the district.

### *Record of Access*

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Dogwood Charter School shall keep a record of parties obtaining access to education records collected, maintained, or used in providing special education to students with disabilities, except access by parents/guardians and authorized district employees.

Dogwood Charter School's record of access shall include the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

### *Amendment of Records Upon Parent/Guardian Request*

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If a parent/guardian believes that information in the student's education records is inaccurate, misleading or violates the privacy or other rights of the student, the parent/guardian may request that Dogwood Charter School amend the information.

Dogwood Charter School shall decide whether to amend the information within a reasonable period of time from receipt of the request.

If Dogwood Charter School declines to amend the information in accordance with a parental request, the district shall inform the parent/guardian of the refusal and advise the parent/guardian of the right to a hearing.

#### *Storage, Retention and Destruction of Information*

---

Dogwood Charter School shall store all education records and personally identifiable information of students receiving special education services in such a way as to protect the confidentiality and integrity of the records and information, prevent unauthorized access to and disclosure of records and information, and ensure compliance with other legal and regulatory requirements regarding records retention.

Dogwood Charter School shall maintain a permanent record of the student's name, address, and phone number, their grades, attendance record, classes attended, grade level completed, and year completed.

Dogwood Charter School shall ensure the destruction of education records in a manner that protects the confidentiality and privacy rights of the student and their family.

#### *Disclosure to Third Parties*

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Dogwood Charter School shall obtain parental consent before disclosing personally identifiable information to parties other than school officials with a legitimate educational interest or other educational institutions that provide special education services to the student for the purposes of meeting a requirement of law or regulation unless the information is contained in education records and the disclosure is permitted without parental consent under law and regulations.

Parental consent must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services. If a student is enrolled, or is going to enroll in a private school that is not located within Dogwood Charter School's limits or from the parent's/guardian's residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in Dogwood Charter School where the private school is located and officials in Dogwood Charter School's of the parent's/guardian's residence.

In order to maintain the confidentiality of the educational records and personally identifiable information of students with disabilities, The Lead Special Education Teacher will coordinate Dogwood Charter School's efforts to comply with this policy and applicable laws and regulations.

All Dogwood Charter School employees collecting or using personally identifiable information shall receive training or instruction regarding policies, administrative regulations, and state and federal law and regulations regarding confidentiality of education records and personally identifiable information.

If the Dogwood Charter School would report a crime committed by a student with a disability, it is the responsibility of Dogwood Charter to ensure that copies of the special education and disciplinary records of the student were transmitted properly and only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99) to local law enforcement authorities.

## Early Intervention Process

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### Transition Meetings:

- 1) The Preschool Early Intervention program must convene transition meetings by the end of March for all children approaching the age for kinderleben or first grade. This transition meeting may need to be held earlier if the child's school district of residence registers children for kinderleben between February 1 and the end of February. If the IEP team has already decided that a child approaching kindergarten age will remain in an Early Intervention program, then the parents and Preschool Early Intervention program can agree that a transition meeting is not necessary. For those children whose parents are uncertain, or who have decided that the child should move on to kinderleben or first grade, a transition meeting must be held, in which a Dogwood Charter School representative will participate. (Note that transition meetings are not necessarily IEP meetings, but they may also serve as such if the necessary participants are present.)
- 2) At the transition meeting, the Preschool Early Intervention program must provide to parents the appropriate Intent to Register form, for children who are kinderleben age eligible or for children who are eligible for first grade. This form enables parents to indicate whether they intend to register their child with Dogwood Charter School. The Preschool Early Intervention program should review the available options on the form with parents during the transition meeting. If the parents decide that a child approaching the age for kinderleben should move into a school age program, or if the child is approaching the age for first grade, the parents must indicate on the Intent to Register form that they intend to register the child at Dogwood Charter School for the next school year.
- 3) Upon retrieval of Intent to Register form Dogwood Charter School will conduct a re-evaluation and develop individualized education programs (IEP) in accordance with the timelines mandated in 22 Pa. Code Chapter 14. Dogwood Charter School and the parent may agree to waive a required reevaluation that is allowed under 34 CFR Sec. 300.303(b)(2) or may agree to implement the existing evaluation or IEP.

## Evaluation/Reevaluation Process

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- 1) For general education students who are struggling, the following steps are taken:
  - a) Upon request from either parent/guardian or school staff, immediate action is taken to assure compliance.
    - i) A parent may request an evaluation verbally or in written form.
    - ii) School team members see needs, conduct a Child Study and then make a referral.
      - (1) If either the parent/guardian or school staff express concerns for apparent lack of progress, a Child Study team is convened

to review documented areas of concern and classroom efforts to address those concerns utilized to date.

- (2) Additional ideas are generated for use by classroom teachers and school resource staff as appropriate, and the team reconvenes at a predetermined date to review and evaluate additional progress. Where these interventions prove successful, they are continued and updated as needed. Results are shared with parents.
- (3) Where inadequate improvement is noted, parents are further updated of the process, and a permission to evaluate is generated and offered for parent/guardian approval. Then the formal evaluation process continues. If the IEP team (including parent/guardian) determines that there is a disability and that Special Education intervention is required, NOREP/PWN is issued for parental approval within 10 days of the request.
- (4) For screening, we use the benchmark assessments. When students do not meet expectations, teachers make special notes, and the assessment coordinator and team collect data which is then presented to the Director of Education.

### *Evaluation*

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- 1) If the request is made by a parent/guardian, indicating a suspicion of the need for Special Education, or if the Child Study team determines the need to evaluate for the need for Special Education, a prior written notice to evaluate is immediately issued, and the formal evaluation process begins.
- 2) A Case Manager is assigned to the student and carries out the steps to assist the school psychologist in completion of the evaluation within 60 days of the returned permission.
- 3) Case Manage input should be completed within two weeks of the received PTE.
- 4) Teacher inputs must be immediately sent out when PTE is received and be completed within two weeks.
- 5) Case Manager must complete all Benchmarking within 4 weeks of PTE being received.

### *Placement*

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- 1) The evaluation is sent to the parents and the school.
- 2) An evaluation meeting is set up and added to IEP Meeting Schedule Google.doc
- 3) Google Calendar Event is created and the following team members are invited:
  - a) Regular Education teacher
  - b) Special Education teacher
  - c) LEA Representative
  - d) School Psychologist
  - e) Any Related Services if required
- 4) The parents and the school either agree or disagree with the results.
- 5) The procedural safeguards outline the steps to take if there is disagreement.
- 6) If the report indicates that the student qualifies for special education and the team agrees:

- a) Case Manager takes the steps to create an IEP draft, meeting the needs outlined in the report, which is completed within 30 days of the completion of the evaluation.

### *Reevaluation*

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- 1) The reevaluation report is sent to the parents and the school by the School Psychologist
- 2) A reevaluation meeting is set up if changes to placement are made, changes of identification are made, or updated testing is completed
- 3) Google Calendar Event is created and the following team members are invited:
  - a) Regular Education teacher
  - b) Special Education teacher
  - c) LEA Representative
  - d) School Psychologist
  - e) Related Services
- 4) The parents and the school either agree or disagree with the results. The procedural safeguards outline the steps to take if there is disagreement.
- 5) Case Manager takes the steps to create an IEP draft, meeting the needs outlined in the report, which is completed within 30 days of the completion of the evaluation.

### *Independent Education Evaluation*

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#### **A. General**

- ❖ The parents of a child with a disability have the right under this section to obtain an independent educational evaluation of the child, subject to paragraphs (B) through (E) of this section.
- ❖ Independent Education Evaluation means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question; and
- ❖ Public expense means that the public agency either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent, consistent with § 300.103.
- ❖ Dogwood Charter School must provide to parents, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the agency criteria applicable for independent educational evaluations as set forth in paragraph (E) of this section.

#### **B. Parents/Guardians Right to Have Evaluation at Public Expense**

- 1) A parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the public agency, subject to the conditions in paragraphs (b)(2) through (4) of this section.
- 2) If a parent requests an independent educational evaluation at public expense, Dogwood Charter School must, without unnecessary delay, either—
  - a) File a due process complaint to request a hearing to show that its evaluation is appropriate; or
  - b) Ensure that an independent educational evaluation is provided at public expense, unless the agency demonstrates in a hearing pursuant to §§ 300.507

through 300.513 that the evaluation obtained by the parent did not meet agency criteria.

- 3) If the Dogwood Charter School files a due process complaint notice to request a hearing and the final decision is that the agency's evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense.
- 4) The parents may request an independent educational evaluation at public expense if they disagree with an educational evaluation completed by Dogwood Charter School. The parents may provide a reason as to why he or she objects to the public evaluation. However, Dogwood Charter School may not require the parent to provide an explanation and may not unreasonably delay either providing the independent educational evaluation at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation.
- 5) All requests for an independent educational evaluation shall be submitted to the [Director/Supervisor of]. If Dogwood Charter School denies the parent's request for an independent educational evaluation, the charter will provide to the parent a written response as to the reason for the denial via a Notice of Recommended Educational Placement/Prior Written Notice.

#### **C. Parent-Initiated Evaluations**

- ❖ If the parent obtains an independent educational evaluation at public expense or shares with Dogwood Charter School an evaluation obtained at private expense, the results of the evaluation:
  - 1) Must be considered by Dogwood Charter School, if it meets agency criteria, in any decision made with respect to the provision of FAPE to the child; and
  - 2) May be presented by any party as evidence at a hearing on a due process complaint under subpart E of this part regarding that child.

#### **D. Requests for Evaluations by Hearing Officers**

- ❖ If a hearing officer requests an independent educational evaluation as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.

#### **E. Agency Criteria**

- 1) If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Dogwood Charter School uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation.
- 2) Except for the criteria described in paragraph (E)(1) of this section, a public agency may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

### **IEP Process**

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#### **1) Writing a Draft IEP**

- ❖ After the first evaluation, the re-evaluation or at the end of the current IEP, the Case Manager collects data, both quantitative and qualitative, from teachers, progress monitoring, related services, parents and others on the team.
- ❖ An IEP must be held within 30 calendar days of any Evaluation and Reevaluation
- ❖ If an IEP meeting takes place prior to 10 calendar days and IEP Meeting Waiver must be signed by parents/guardians
- ❖ An invitation must be sent within 10 calendar days prior to the IEP meeting.
- ❖ The Lead Teacher reads over the draft before it is presented to the IEP Team.
- ❖ Case Manager creates a draft to present to the parents 2 days prior to the IEP meeting
- ❖ Case Manager presents draft IEP at IEP meeting.

## **2) Prior to IEP Meeting**

- ❖ The Case Manager and/or Executive Director's Assistant schedules a meeting for all those invited to the IEP meeting and creates a Google Calendar Event inviting the following:
  - LEA Representative (Cassandra Shive DOE or Nicolle Hutchinson Executive Director
  - Regular Education Teacher
  - Related Services
  - For transition aged students (14 or older, or 13 but will be 14 during the duration of the IEP), the Case Manager invites representatives from OVR and other outside providers.
  - Psychologist following Initial Evaluation
  - Any other IEP team member requested by the parents/guardians
- ❖ The IEP date and time is documented on the IEP Meeting Schedule Google.doc.
- ❖ Three reasonable attempts to invite and inform parents of the IEP meetings parents/guardians must be made and documented on the Invitation.
- ❖ The Case Manager informs the Curriculum Coordinators in charge of substitutes if the general education teacher needs coverage to attend the meeting.
- ❖ The Case Manager then leads the IEP meeting with the LEA representative.

## **3) Holding the IEP Meeting**

- ❖ During the meeting, the draft of the IEP is read aloud, and the team collaborates on the content and any changes.
- ❖ Parents are provided with a copy of Procedural Safeguards or offered a copy.
- ❖ All other paperwork is also completed for the IEP:
  - Medical Assistance
  - Parental Excusal of IEP team members
  - IEP Invitation if not returned signed
  - Evaluation or Reevaluation Items
  - NOREP (can be signed at the end of the IEP meeting or can be sent home)
  - IEP 10 day waiver if IEP is completed prior to 10 days after a Re-Evaluation



## IEP Revisions

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An IEP can be revised in 2 ways:

1. Revision without a meeting
2. Revision with a meeting

❖ **Revision Without a Meeting:**

- a. Contact the parents/guardians about proposed changes to the IEP
- b. Make changes to IEP Cover page in designated areas
- c. Document revisions in Present Levels as well as revised sections of the IEP with date of revision
- d. Provide Parents/Guardians with a copy of revised pages of the IEP

❖ **Revision With a Meeting:**

- a. Follow normal procedure in setting up an IEP Meeting (see IEP Process above)
- b. Bring a blank IEP signature page to the meeting
- c. Add new IEP meeting date next to meeting date
- d. Add new implementation date if necessary next to implementation date
- e. Duration Date of the IEP must NOT be changed
- f. Make changes to IEP Cover page in designated areas
- g. Document revisions in Present Levels as well as revised sections of the IEP with date of revision
- h. Provide Parents/Guardians with a copy of revised pages of the IEP
- i. Complete a new NOREP if revisions have been made that change LRE percentages, placement, and/or related Services

## Child Find

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Dogwood Charter School's Child Find Policy In accordance with Chapter 711 of Title 22 of the Pennsylvania Code, the Executive Director or their designee shall ensure that children with disabilities, regardless of the severity of their disabilities, who are enrolled at the charter school and are in need of special education and related services, are identified, located, and evaluated. A practical method will be developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. Child Find includes children who are suspected of having a disability under Section 300.8 of the federal regulations that implement IDEA 2004 and in need of special education, even though they are advancing from grade to grade. This is extended to highly mobile children, including migrant children, homeless youth and parentally placed private students, as appropriate.

## Activities

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The Executive Director or their designee shall ensure that the following outreach activities occur concerning programs and services for children with disabilities who attend:

- 1) Offer parents/guardians and family (including foster and surrogate parents) information regarding training activities and publicize the availability of such activities to all

parents/guardians. Training in the areas of behavior support, response to intervention, inclusive practices, transition, assistive technology, autism, and interagency coordination, are important. Parents/Guardians may also be directed to PaTTAN training opportunities. Parent/Guardian input is to be sought to determine what parent/guardian training is needed/desired.

- 2) Provide access to interested health and mental health professionals, daycare providers, county agency personnel and other professionals, including: professionals and agencies who work with homeless and migrant or other highly mobile youth, wards of the state, as well as to students attending private schools (where applicable).
- 3) Provide information concerning the types of special education programs and services available in and through Dogwood Charter School. Further, Dogwood Charter School will provide information regarding the manner in which parents/guardians can request and access those services.
- 4) Provide or obtain periodic training for Dogwood Charter School's regular education staff and special education staff concerning the identification and evaluation of special needs. Further, provide a provision of special education programs and services available to students with disabilities.
- 5) The public outreach awareness system utilized by Dogwood Charter School shall include methods for reaching homeless children, wards of the state, children with disabilities attending private schools, and highly mobile children, including migrant children.
- 6) Dogwood Charter School shall conduct Child Find activities to inform the public of its special education services and programs and the manner in which to request them.
- 7) Dogwood Charter School's Child Find effort must include information regarding potential signs of developmental delays and other risk factors that could indicate disabilities.
- 8) Efforts must be made to identify enrolled students who have a native language other than English to ensure that notices and other outreach efforts are available to them in their native language. This is required by law, unless it is clearly and absolutely not feasible to provide such.

### Screening

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The Executive Director or their designee shall establish a system of screening in order to:

- 1) Identify and provide screening for students prior to referral for an initial special education multidisciplinary team evaluation.
- 2) Provide peer support for teachers and other staff members to assist them in working effectively with students using the general education curriculum.
- 3) Conduct hearing and vision screening in accordance with the Public School Code of 1949, for the purpose of identifying students with hearing or vision difficulty so that they can be referred for assistance or recommended for evaluation for special education, if necessary.
- 4) Identify students who may need special education services and programs.
- 5) Maintain the confidentiality of information in accordance with applicable state and federal regulations.
- 6) The pre-evaluation screening process shall include:
  - a) For students with academic concerns: an assessment of the student's functioning in the curriculum, including curriculum-based or performance-based assessments.

- b) For students with behavioral concerns: a systematic observation of the student's behavior in the classroom or area in which the student is displaying difficulty ("FBA" or functional behavior assessment).
- c) An intervention based on the results of the assessments conducted.
- d) An assessment of the student's response to the intervention, if applicable.
- e) A determination of whether or not the assessed difficulties of the student are the result of a lack of instruction or limited English proficiency. •
- f) A determination of whether or not the student's needs exceed the functional capacity of the regular education program, without special education programs and services, to maintain the student at an instructional level appropriate to the level and pace of instruction provided in that program.
- g) Activities designed to gain the participation of parents/guardians.
- h) Controls to ensure that if screening activities have produced little or no improvement within the specified timeframe after initiation, the student shall be referred for a multidisciplinary team evaluation.

The screening activities shall not serve as a bar to the right of a parent/guardian to request a multidisciplinary team evaluation at any time. When the completion of screening activities prior to referral for a multidisciplinary team evaluation will result in serious mental or physical harm, or significant educational regression, to the student or others, Dogwood Charter School may initiate a multidisciplinary team reevaluation without completion of the screening process in accordance with Chapter 711. Whenever an evaluation is conducted without a pre-evaluation screening, the activities described shall be completed as part of that evaluation whenever possible.

**TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL SUPERSEDES THIS POLICY.**

References: 20 USC 1401(3), 1412(a)(3); 34 CFR §300.111; 22 Pa. Code §711.21

#### *Public Awareness*

The Executive Director or their designee shall ensure that the following public awareness activities occur concerning programs and services for children with disabilities who are enrolled at Dogwood Charter School:

- ❖ Dogwood Charter School shall annually publish a written notice in means accessible to Dogwood Charter School's families. Such notice must be included in Dogwood Charter School's Handbook and on Dogwood Charter School's website.
- ❖ The Notice may also be made available in means accessible to the public, such as: at Dogwood Charter School's administrative office, in Dogwood Charter School's special education office, through local Intermediate Units and/or through other generally accessible print and electronic media, and with the Board meeting minutes.
- ❖ The notice should include a description of: child identification activities, Dogwood Charter School's special education services and programs, the manner in which to

request services and programs, and the procedures followed by Dogwood Charter School to ensure the confidentiality of student information pertaining to students with disabilities pursuant to state and federal law.

- ❖ Special education students newly enrolled in Dogwood Charter School with an Individualized Education Plan shall receive services upon enrollment. Within 30 days, the IEP team will meet and determine whether to accept the IEP from the previous placement as is, or write a new one. If the IEP from the previous placement is acceptable, the team will issue a new IEP cover page and Notice of Recommended Educational Placement. If a new IEP must be written, the special education teacher will schedule an IEP meeting with the student and his parents/guardians. There is no delay in services during this time.

## Surrogate Parents

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Under IDEA a parent can be defined as a surrogate parent who has been appointed in accordance with 34 CFR §300.519 or Section 615(a)(2) of the IDEA.

Dogwood Charter School must make a reasonable effort to discover the whereabouts of an IDEA parent (as defined in 34 CFR §300.30) before assigning a surrogate parent. If the LEA cannot locate a biological, adoptive parent, or a foster parent, a surrogate parent must be appointed. The LEA must make efforts to ensure that a surrogate parent is assigned not more than 30 calendar days after the public agency determines that the child needs a surrogate parent.

Under Chapter 711 of the Pennsylvania Code, the district of residence, or the public charter school is required to provide FAPE, which includes IEP development, notice, and consent for evaluations/special education services, and, if necessary, appointment of a surrogate parent. However, if the child is in a noneducational placement in a residential setting, the school district (host district) in which the facility is located has all of these responsibilities, including appointing a surrogate parent when one is needed.

The surrogate parent represents the student in all matters relating to identification, evaluation, and educational placement, as well as the provision of FAPE, including submitting a dispute to mediation or due process for resolution. It is important to note that a surrogate parent for the purposes of the IDEA is not a replacement for a parent in any other sense, or for non-IDEA decision making. The surrogate parent participates as an educational decision maker in the special education process and to stand in for the parent.

State and federal regulations expressly permit the surrogate parent to access education records and state that the surrogate parent has the same rights under the IDEA as the biological or adoptive parent, or court appointed guardian. Accordingly, a surrogate parent has the right to review and inspect any records collected, maintained, and used by an agency to make decisions affecting the child's educational program, when appropriate.

Dogwood Charter School must ensure that an IDEA-eligible or thought-to-be-eligible child, including unaccompanied homeless youth and wards of the state, has a parent to represent him or

her in all matters relating to the identification, evaluation, educational placement and provision of FAPE. The public agency must ensure that the rights of the child are protected when:

- ❖ A parent, as defined in 34 CFR §300.30, can be identified;
- ❖ The LEA, after reasonable efforts, cannot locate a parent;
- ❖ The child is a ward of the state under the laws of the State (Pennsylvania does not have a state law definition of “ward of state” so this provision does not apply in Pennsylvania); or,
- ❖ The child is an unaccompanied homeless youth, as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434(a)(6)).

To determine if a student requires a surrogate parent Dogwood charter School utilizes the following forms and procedures:

- ❖ Completes the Surrogate Determination Form
- ❖ Match the student’s needs to the strengths of the potential surrogate parent
- ❖ Introduce the student and the potential surrogate parent
- ❖ Obtains a written agreement from the surrogate parent to serve the specific student in his or her IEP process and to maintain the student’s and the family’s rights to confidentiality; and
- ❖ Inform all involved persons and agencies responsible for the residential care and education of the student of the surrogate parent’s appointment

Dogwood Charter School provides the Surrogate parent with the following paperwork (see forms):

- ❖ Surrogate Parent Manual
- ❖ Surrogate Parent Request Form
- ❖ Agreement to Serve as a Surrogate Parent
- ❖ Application to Serve as a Surrogate Parent
- ❖ Personal Assurance Statement
- ❖ Notification of Agreement as a Surrogate Parent

When a surrogate parent is chosen Dogwood Charter School offers the following training sessions:

- ❖ Legal Rights and Responsibilities
  - Introduction to the IDEA and State Special Education Laws
  - Introduction to the surrogate parent provisions of state and federal laws
  - Responsibilities of the educational agency to students and surrogate parents
- ❖ The Special Role of the Surrogate Parent
  - Rights and responsibilities of the surrogate parent
  - Building relationships with the child and school staff
  - Monitoring and recording student progress
  - Obtaining and reviewing student records (confidentiality)
  - Discussion of resources available to support surrogate parents, including reimbursement, technical assistance, and legal assistance
- ❖ Developing an Effective Special Education Program
  - Identification: Understanding the student’s disability/disabilities

- Evaluations: Preparing for the evaluation process and development of the IEP
- IEP: Developing goals and objectives and other sections of the IEP
- Special program concerns: Behavior support, assistive technology, transition services, and related services
- ❖ Understanding Procedural Safeguards, Mediation, and Due Process
  - Overview of IDEA and state procedural safeguards
  - Mediation and other dispute resolution alternatives
  - Administrative complaint procedures and due process
- ❖ Questions and Responses
  - Review and receipt of the Surrogate Parent Manual
  - Questions and responses

Dogwood Charter School may also contact the Allegheny Intermediate Unit to recruit, select and train individuals when a surrogate parent is needed.

### **Positive Behavior Support Plan**

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In accordance with applicable state regulations, including Title 22 Pa. Code Chapter 711.46, Dogwood Charter School will have established procedures to effectuate a program of positive behavior support.

A Positive Behavior Support Plan is a plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A positive behavior support plan shall be developed by the IEP team, be based on a functional behavior assessment and become part of the student's IEP. These plans include methods that utilize the Nurtured Heart Approach and Restorative Practices.

#### *The Nurtured Heart Approach®*

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The Nurtured Heart Approach® is a relationship-focused methodology founded strategically in The 3 Stands™ for helping children (and adults) build their Inner Wealth™ and use their intensity in successful ways. It has become a powerful way of awakening the inherent greatness in all children while facilitating parenting and classroom success.

The essence of the Approach is a set of core methodologies originally developed for working with the most difficult children. It has a proven impact on every child, including those who are challenged behaviorally, socially and academically.

#### *Restorative Practices*

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Restorative practices promote inclusiveness, relationship-building and problem-solving, through such restorative methods as circles for teaching and conflict resolution to conferences that bring victims, offenders, and their supporters together to address wrongdoing. Instead of punishment, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm.

## *Functional Behavior Assessment*

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A Functional Behavior Assessment (**FBA**) is a process that identifies specific target behavior, the purpose of the behavior, and what factors maintain the behavior that is interfering with the student's educational progress.

Dogwood Charter School Special Education Staff performs an FBA by observing a student for a period of 3 baseline days to determine the 3 main behaviors of concern. Following baseline data, an observation period of 10 consecutive school days is used to complete the necessary documentation for an FBA.

The following forms are utilized in the completion of an FBA (see forms):

- ❖ FBA Checklist
- ❖ FBA Data Tool
- ❖ Teacher ABC Behavior Data Tracker

### **Training of Personnel**

Dogwood Charter School personnel will be trained each school year on the general use of positive behavior support, de-escalation techniques, and emergency responses.

In addition to general positive behavior support training, when students are identified as in need of these supports, individual teachers and teacher groups are notified and trained accordingly so that they can act in accordance with the student's specific Positive Behavior Support Plan and de-escalation techniques, and respond appropriately in emergencies. Dogwood Charter School staff who utilize restraints are trained in CPI (Crisis Prevention Institute) restraints.

Per guidance from the Pennsylvania Department of Education, the core training components the positive support plan and de-escalation (restraint reduction) Dogwood Charter School staff trainings include:

- ❖ The growing concern and potential legal issues surrounding physical restraints;
- ❖ How to create a commitment to the reduction of the use of physical restraints;
- ❖ Creating a safe environment where positive rather than negative measures form the basis of behavior management programs;
- ❖ How staff can avoid taking conflict personally; avoiding power struggles;
- ❖ Prevention of problem behaviors through a system of recognition of signs of anxiety and distress in students and staff;
- ❖ Identification of the phases of crisis events and matching behaviors to interventions;
- ❖ Demonstration and modeling of the de-escalation techniques and other alternatives;
- ❖ Effective positive support plans that include methods of utilizing positive reinforcement and other positive techniques to shape replacement behavior(s)
- ❖ Research-based practices that develop and maintain replacement behaviors that enhance student learning and skills for life;
- ❖ Risks associated with use of physical interventions including the signs of physical distress, positional asphyxiation, and the psychological effects of restraint;

- ❖ Safe techniques for the use of physical restraints (prone restraints prohibited);
- ❖ Documentation of the incident and compliance with notification procedures; and
- ❖ Post intervention debriefing with student and staff

### *Special Education Discipline*

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All students, including students with IEPs, must follow Dogwood Charter School schoolwide rules. The DCS Board has authorized the school administration to make reasonable and necessary rules and procedures for guiding student conduct. The intent of the rules, procedures, and consequences that follow is to explain how students will be held accountable for their behavior (Please see the Code of Conduct and Discipline section of the Dogwood Charter School Student Handbook).

### *Manifestation Determination*

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A manifestation determination is required by the Individuals With Disabilities Education Act (IDEA) when considering the exclusion of a student with a disability that constitutes a disciplinary change of placement.

Dogwood Charter School's LEA Representative, parents/guardians, and any relevant members of the Individualized Education Program (IEP) team conduct a review to determine if the behavior that is subject to disciplinary action is directly related to the student's disability (i.e., a manifestation of the student's disability).

Students with disabilities cannot be disciplined for behaviors that are related to or are manifestations of their disabilities. The IEP team must answer the following questions:

- 1) Was the behavior caused by, or directly and substantially related to, the student's disability?
- 2) Was the behavior the direct result of the LEA's failure to implement the IEP?

If the IEP team answers "yes" to either question, and therefore determines that the behavior is a manifestation of the student's disability, the proposed disciplinary action is voided and the team must immediately take steps to remedy any and all deficiencies in the IEP. A functional behavioral assessment (FBA) must be conducted and a positive behavior support plan must be implemented. If an FBA and a positive behavior support plan were completed, then the IEP team must review and modify them as necessary.

If the IEP team determines that the behavior is NOT a manifestation of the student's disability, the disciplinary action may be applied with the provision that Dogwood Charter School must continue to provide a Free Appropriate Public Education (FAPE). School personnel may unilaterally remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- 1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of Dogwood Charter School;
- 2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of Dogwood Charter School; or



- 3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of Dogwood Charter School.

A disciplinary change of placement occurs when a student who is receiving special education services is excluded from school:

- 1) For more than 10 school days in a row, or
- 2) For more than 15 school days in any one school year, or
- 3) When days 11-15 constitute a pattern of exclusion, or
- 4) For even one school day for a student with an intellectual disability

A NOREP must be complete for any change of placement due to disciplinary action. Following the change of placement, the IEP team must conduct an FBA to analyze behavior. See forms for the Manifestation Determination Worksheet and SPED Discipline Flowchart.

### **Assistive Technology**

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Assistive technology (AT) is any device that helps a person with a disability achieve a more independent and productive life. The federal definition of assistive technology under the Assistive Technology Act is “any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain or improve functional capabilities of individuals with disabilities.”

Dogwood Charter School AT Devices May Include but are not limited to:

- ❖ Computers, Chromebooks, tablet software and hardware
- ❖ FM Systems or any other devices for people who are Deaf/Hard of Hearing

Dogwood Charter School will utilize the Allegheny Intermediate Unit for any further testing required.

Dogwood Charter School will use the following forms when analyzing the need for AT (see forms):

- ❖ AT referral Form
- ❖ AT Consideration Checklist

### **PASA Eligibility/State Testing Accommodations**

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#### **PASA**

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Dogwood Charter School utilizes The PASA Eligibility Criteria: Decision Making Companion Tool (see forms) with individualized education program (IEP) teams to assist in determining eligibility for the Pennsylvania Alternate System of Assessment (PASA). The PASA is appropriate for students with the most significant cognitive disabilities who meet all six requirements listed below. Additional considerations are provided that further define the criteria and assist the IEP team in decision making. Factors that the IEP team should not consider in eligibility determination are also identified.

## State Testing

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Dogwood Charter School follows the yearly PSSA and Keystone Exams Accommodations Guidelines published by the Pennsylvania Department of Education.

### **Expect Students with Disabilities to Achieve Grade-Level Academic Content Standards**

With the focus of legislation aimed at accountability and the inclusion of all students comes the drive to ensure equal access to grade-level content standards. Academic content standards are educational targets outlining what students are expected to learn at each grade level. Teachers ensure that students work toward grade-level content standards by using a range of instructional strategies based on the varied strengths and needs of students. For students with disabilities, accommodations are provided during instruction and assessments to help promote equal access to grade-level content. To accomplish this goal of equal access,

- ❖ every Individualized Education Program (IEP) team member must be familiar with content standards and accountability systems at the state and district levels;
- ❖ every IEP team member must know where to locate standards and updates; and
- ❖ collaboration between general and special educators must occur for successful student access.

All students with disabilities can work toward grade-level academic content standards and most of these students will be able to achieve these standards when the following three conditions are met:

- 1) Instruction is provided by teachers who are qualified to teach in the content areas addressed by state standards and who know how to differentiate instruction for diverse learners.
- 2) IEPs for students with disabilities are developed to ensure the provision of specialized instruction.
- 3) Appropriate accommodations are provided to help students access grade-level content.

## Extended School Year Services

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For all students with disabilities, Extended School Year eligibility is considered at each IEP meeting at Dogwood Charter School. This determination will be made even if the child's parents have not specifically requested that their child be evaluated for Extended School Year programming. This consideration also applies to students with disabilities who are placed by Dogwood Charter School in other approved facilities.

- a) In addition to the requirements incorporated by reference in 34 CFR 300.106 (relating to extended school year services), charter schools and cyber charter schools shall use the following standards according to 22 Pa. Code 711.44 for determining whether a student with disabilities requires ESY as part of the student's program:
  - 1) At each IEP meeting for a student with disabilities, the charter school or cyber charter school shall determine whether the student is eligible for ESY services and if so, make subsequent determinations about the services to be provided.
  - 2) In considering whether a student is eligible for ESY services, the IEP team shall consider the following factors, however, no single factor will be considered determinative:

- i. Whether the student reverts to a lower level of functioning as evidenced by a measurable decrease in skills or behaviors which occurs as a result of an interruption in educational programming (Regression).
  - ii. Whether the student has the capacity to recover the skills or behavior patterns in which regression occurred to a level demonstrated prior to the interruption of educational programming (Recoupment).
  - iii. Whether the student's difficulties with regression and recoupment make it unlikely that the student will maintain the skills and behaviors relevant to IEP goals and objectives.
  - iv. The extent to which the student has mastered and consolidated an important skill or behavior at the point when educational programming would be interrupted.
  - v. The extent to which a skill or behavior is particularly crucial for the student to meet the IEP goals of self-sufficiency and independence from caretakers.
  - vi. The extent to which successive interruptions in educational programming result in a student's withdrawal from the learning process.
  - vii. Whether the student's disability is severe, such as autism/pervasive developmental disorder, serious emotional disturbance, severe intellectual disability, degenerative impairments with mental involvement and severe multiple disabilities.
- b) Reliable sources of information regarding a student's educational needs, propensity to progress, recoupment potential and year to year progress may include the following:
  - 1) Progress on goals in consecutive IEPs.
  - 2) Progress reports maintained by educators, therapists and others having direct contact with the student before and after interruptions in the education program.
  - 3) Reports by parents of negative changes in adaptive behaviors or in other skill areas.
  - 4) Medical or other agency reports indicating degenerative-type difficulties, which become exacerbated during breaks in educational services.
  - 5) Observations and opinions by educators, parents and others.
  - 6) Results of tests, including criterion-referenced tests, curriculum-based assessments, ecological life skills assessments and other equivalent measures.
- c) The need for ESY services will not be based on any of the following:
  - 1) The desire or need for day care or respite care services.
  - 2) The desire or need for a summer recreation program.
  - 3) The desire or need for other programs or services that while they may provide educational benefit, are not required to ensure the provision of a FAPE.
- d) Students with severe disabilities such as autism/pervasive developmental disorder, serious emotional disturbance; severe intellectual disability; degenerative impairments with mental involvement; and severe multiple disabilities require expeditious determinations of eligibility for ESY services to be provided as follows:

- 1) Parents of students with severe disabilities shall be notified by the charter school or cyber charter school of the annual review meeting to ensure their participation.
  - 2) An IEP review meeting must occur no later than February 28 of each school year for students with severe disabilities.
  - 3) The notice of recommended educational placement (NOREP) shall be issued to the parent no later than March 31 of the school year for students with severe disabilities.
  - 4) If a student with a severe disability transfers into a charter school or cyber charter school after the dates in paragraphs (2) and (3), and the ESY eligibility decision has not been made, the eligibility and program content must be determined at the IEP meeting.
- e) Charter schools and cyber charter schools shall consider the eligibility for ESY services of all students with disabilities at the IEP meeting. ESY determinations for students other than those described in subsection (d) are not subject to the timelines in subsection (d). However, these determinations shall still be made in a timely manner. If the parents disagree with the charter school's or cyber charter school's recommendation on ESY, the parents will be afforded an expedited due process hearing.

## Transition

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Secondary Transition is the process of preparing students for adult life after they leave high school. Transition planning begins at age 14, or younger if determined appropriate by the IEP team, as students consider their goals for the time after graduation through career awareness exploration activities. The transition process continues through high school as academic instruction and community experiences help clarify and support students' goals. The entire process at Dogwood Charter School is based on individual student's needs, taking into account each student's strengths, preferences, and interests.

Dogwood Charter school offers several options for transition:

- ❖ Career Building
- ❖ Involvement with Career Counselor
- ❖ 11<sup>th</sup> grade Internship
- ❖ 12<sup>th</sup> grade Internship
- ❖ College/Career Night
- ❖ Opportunity to take the ASVABS, SATs, ACTs
- ❖ Community Service Projects
- ❖ Participation in Sport
- ❖ Participation in Instrumental Lessons

Dogwood Charter School follows the following process for Transition:

- 1) Once a student turns 14, or will turn 14 in the year of the duration, the student's Case Manager will begin Transition Mapping (see forms).
- 2) Use corresponding transition assessments with grade/age on the transition map to help in identification with goals and visions.

- 3) Describe the student's Present Levels of Academic Achievement and Functional Performance (Embedding Transition Assessment Data)
- 4) Establish Transition Team Partnerships (OVR, Outside Agencies)
- 5) Design a Transition Plan the Includes Courses of Study, Services and Agencies
- 6) Determine Measurable Annual Goals that Addresses Skills Deficits and Lead to Post-Secondary Goals
- 7) Monitor Progress and Adjust Instruction Based on Data

All steps occur for the duration of the student's high school career until the onset of graduation.

### *SAAFP Summary of Academic Achievement and Functional Performance*

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IDEA 2004 requires that Dogwood Charter School provides a Summary of Academic Achievement and Functional Performance (SAAFP) to students with disabilities who are exiting high school. The SAAFP contains a summary of the student's academic and functional performance, as well as recommendations for assisting the student in meeting post-school goals. The SAAFP will clearly state what each student needs to do to achieve their post-school goals. It will also help students to identify needed supports to achieve their post-school goals, to articulate individual strengths, and to better understand the impact of their disabilities as they enter adult life. In correspondence with the SAAFP, Dogwood Charter School will issue a NOREP to show that the student has graduated or aged-out (age 21) of high school.

### **Related Services**

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Provision of related services, in concert with the special education services and supplementary aids and services outlined in the IEP, are designed to enable a student:

- i. To advance appropriately toward attaining the annual goals;
- ii. To be involved in and make progress in the general education curriculum. . . and to participate in extracurricular and other nonacademic activities; and
- iii. To be educated and participate with other children with disabilities and nondisabled children. . .“ [§300.320(a)(4)]

The IEP team identifies the student's need for related services that help the student benefit from special education. These services are defined in the student's IEP. Goals are written for each related service identified in the IEP. The IEP will include information related to when, where, and how often services will be provided to the student. Related services are provided to students at no cost to them or their families. Dogwood Charter School is responsible for the funding of related services.

Every student with an IEP will not need nor qualify for related services. The following is a list of related services offered by Dogwood Charter School. This list is not exhaustive and if determined by the IEP team, other related services not listed here may be deemed appropriate for an individual student.

- 1) *Audiology* includes the identification of children with hearing loss. Dogwood Charter School utilizes the Audiology Department at the Intermediate Unit #29 to administer assessments.

- 2) *Counseling Services* is provided by qualified social workers, psychologists, or other qualified personnel.
- 3) *Speech-Language pathology* includes identification of students with speech or language impairments, diagnosis of specific speech or language impairments, referral for medical or other professional attention necessary for the habilitation of speech and language services, and the counseling and guidance of parents, students, and teachers regarding speech and language impairments.
- 4) *Occupational Therapy* is provided by a qualified occupational therapist and includes improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation.
- 5) *Physical Therapy* is provided by a qualified physical therapist, and addresses a student's posture, muscle strength, mobility, and organization of movement in educational environments.
- 6) *Psychological Services* includes the administering of psychological and educational tests and other assessment procedures, interpreting information about child behavior and conditions relating to learning, consulting with staff members in planning school programs to meet the special educational needs of students, and assisting in developing positive behavioral intervention strategies. All psychological services are of no cost to parents/guardians of Dogwood Charter School students.
- 7) *School health services and school nurse services* are health services that are designed to enable a student with a disability to receive free, appropriate, public education (FAPE) as described in the student's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person
- 8) *Social work services* include preparing a social or developmental history of a student with a disability, group and individual counseling with the student and family, working in partnership with parents, and assisting in developing positive behavioral intervention strategies.
- 9) *Rehabilitation and Career counseling services* are services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. It also includes vocational rehabilitation services.
- 10) *Orientation and mobility services* are provided to those students who are blind or visually impaired by qualified personnel to enable those students to attain systematic orientation and safe movement within their environments in school, home, and the community.
- 11) *Parent counseling and training* in assisting parents in understanding the special needs of their child.
- 12) *Transportation* for qualifying students, includes travel to and from school and between schools, traveling in and around school buildings, and specialized equipment, if required, to provide special transportation for a student with a disability.
- 13) *Interpreting services* includes oral transliteration services, cues language transliteration services, sign language transliteration and interpreting services, transcription services, and special interpreting services for students

- 14) *Orientation and mobility services* are provided to those students who are blind or visually impaired by qualified personnel to enable those students to attain systematic orientation and safe movement within their environments in school, home, and the community.

## Dispute Resolution

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Parents/Guardians are provided or offered The Procedural Safeguards Notice at every IEP Meeting or upon request. The Procedural Safeguards Notice provides a full explanation of all the rights available to parents of a child with a disability ages 3-21 when their child has been referred for or is receiving special education services.

The Office for Dispute Resolution (ODR) provides the resources for parents and educational agencies to resolve educational disputes for children served by the early intervention system, students who are gifted (or thought to be gifted), and students with disabilities (or thought to have disabilities). Parents/guardians can obtain information from ODR at <https://odr-pa.org/>.

## Mediation

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Dogwood Charter School tries their best to reach agreement with parents/guardians on a student's special education program. If disagreement occurs, mediation, which is a free, voluntary, and confidential alternative to a formal due process hearing, is an option. Mediation can take place at any time before or during the due process cycle. Mediation is not a required process and may not delay or deny a parent/guardian the right to a due process hearing. Mediation is provided at no cost for IDEA-related cases.

If both parties agree to mediation, the Office for Dispute Resolution will arrange for a neutral, specially trained mediator to meet with them at a mutually convenient location. The mediator will meet with both parties together (and separately if necessary) to listen to both points of view, in order to understand each side's position. Neither schools nor parents/guardians may include a lawyer at the mediation session. If the parties do reach an agreement through the mediation session, that agreement will be put in writing and, if appropriate, incorporated into the student's IEP.

## Due Process

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Parents/Guardians or Dogwood Charter School may resolve educational disputes through a mechanism called due process. Due process differs from other dispute resolution opportunities in that a Hearing Officer decides the dispute for the parties. Throughout the due process proceedings, resolution through mediation remains available to the parties. In addition, during the proceedings the parties may settle some or all of the issues among themselves at any time.

Due process hearings are similar to trials, with the Hearing Officer presiding and acting as a judge. An attorney will represent the educational agency. The parent may also be represented by an attorney, or may proceed without counsel. Witnesses are questioned and cross-examined, and evidence is admitted into the record for the Hearing Officer's consideration. At the conclusion of the hearing, the Hearing Officer issues a written decision, which is a legally enforceable document setting forth the legal obligations of all the parties.

The Office for Dispute Resolution (ODR) is a federally-funded project under IDEA and provides facilitations, mediations and due process hearings for all students with disabilities. All facilitations, mediations, and due process hearings related solely to Chapter 15/Section 504 and all associated costs are the responsibility of Dogwood Charter School. If a due process hearing involves a combination of IDEA and Chapter 15/Section 504 issues, Dogwood Charter School would be responsible for paying for their copy of the transcript.

All mediation and due process forms are located in the forms section of this manual, at the end of The Procedural Safeguards Notice, or at <https://odr-pa.org/>.

### Special Education Process Timelines

<b>Child Find</b>	Public notice describing special education programs and how to request evaluation	Annually
<b>Oral/Written Request for Evaluation by Parents/Guardians</b>	<p>When an oral/written request is made to any school professional or administrator, Dogwood Charter School must provide the Permission to Evaluate-Evaluation Request Form to the parents/guardians</p> <p>Dogwood Charter School may make a request for Evaluation following a Child Study and Dogwood Charter School must provide the Permission to Evaluate-Evaluation Request Form to the parents/guardians</p>	Within 10 calendar days
<b>Evaluation</b>	<p>Time to conduct evaluation and complete report after informed consent received from parents/guardians.</p> <p>Time prior to IEP meeting for evaluation report to be issued</p>	<p>60 calendar days * Exception-summer break</p> <p>At least 10 school days (can be waived if parent agrees)</p>
<b>Individualized Education Program (IEP)</b>	Time following evaluation report to develop IEP	Within 30 calendar days



	<p>Time from development of IEP to implementation</p> <p>Review of IEP</p> <p>Revision of IEP</p>	<p>ASAP following signed NOREP or within 10 school days of signed NOREP</p> <p>At least annually Note: If the Dogwood Charter School identifies that a child has an inappropriate IEP then it must be corrected immediately. A Dogwood Charter School IEP must be complete within 30 days of student transfer.</p> <p>At parents/guardians request. When IEP goals are mastered or are not being mastered.</p>
<b>Oral/Written Request for Reevaluation by Parents/Guardians</b>	<p>When an oral request is made to any school professional or administrator, the school entity must provide the Permission to Reevaluate-Reevaluation Request Form to the parents/guardians</p> <p>Dogwood Charter School may make a request for a Reevaluation and must provide the Permission to Evaluate-Evaluation Request Form to the parents/guardians</p>	Within 10 calendar days
<b>Reevaluation</b>	<p>All students except those with intellectual disability</p> <p>Students with intellectual disability</p>	<p>Must be reevaluated at least once every 3 years (can be waived if parent and Dogwood Charter School agree)</p> <p>Must be reevaluated at least once every 2 years (cannot be waived)</p>

		Note: Summer due dates of a Reevaluation Report are not excused from the 2- or 3-year required timeline.
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