



Apollo-Ridge School Board Legislative Meeting

Apollo-Ridge High School Community Room
Monday, March 23, 2015, 6:30 p.m.

MINUTES

I. Call Meeting to Order

The meeting was called to order by Board President, Mr. Gregory Primm, at 6:36 p.m. Mrs. Jennie Ivory, Board Secretary, was requested to conduct the roll call and following same, declared a quorum present.

II. Pledge of Allegiance to the Flag

III. Roll Call

Board Members Present: Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,
Mrs. Sharon Jaworskyj, Mr. Paul King, Mr. Dan Obriot,
Mr. Gregory Primm, Mr. Forrest Schultz, Mrs. Susan Wenckowski

Board Members Absent:

Administrators Present: Dr. Matthew Curci
Mrs. Sarah Backus

Administrators Absent: Not required to attend

Guests: Ms. Bethany Greenlee – AREA Representative
Mr. Andrew Jones – Student Council Sponsor
Ms. Paxton Fetterman – Student Council Board Liaison
Mr. Jared Primm – Student Council Board Liaison
Mrs. Regina Liermann – Kiski Twp.
Mr. Brady Ashe – Valley News Dispatch

Solicitor: Mr. Matthew Hoffman, Esq.

IV. Approval of Legislative Meeting Minutes:

Be it resolved that the Apollo-Ridge Board approves the minutes of the Monday, February 23, 2015, Legislative Meeting.

Motion: Mr. King Second: Mr. King

Voice Vote: 9 AYE 0 NAY

V. Meetings from the Previous Month

Committee Meeting Monday, February 16, 2015	(6:37 PM – 7:40 PM)
Legislative Meeting Monday February 23, 2015	(6:38 PM – 6:53 PM)
Executive Session Monday, February 23, 2015	(7:14 PM – 7:37 PM)
Personnel/Legal Matters	

VI. BOARD AND SUPERINTENDENT REPORTS

A. Lenape Vocational Technical School

Mrs. Jaworskyj's report of the February 19, 2015, JOC meeting included approval of:

- Four facilities use requests
- Five policy approvals and six first readings
- One retirement, one new substitute, and two new hires
- Lenape will begin advertising for 2015-2016 anticipated vacancies
- Butler County Community College will begin offering classes at Lenape beginning July 1, 2015.
This is the first time since 2002 that this type of program will be offered in Armstrong County.

B. ARIN Intermediate Unit #28

Mrs. Wenckowski's report of ARIN IU28's February meeting included business as usual. Mrs. Wenckowski reminded the board that the ARIN Convention will be held at Apollo-Ridge on Tuesday, April 21.

C. Legislation

No report given.

D. Apollo-Ridge Education Foundation

Mr. Duso reported on the following activities:

- Notes from First Quarter Meeting
- Employee Wellness Week – March 23-27
- 9/11 and the Heroes of Flight 93 – April 23
- Magic Staffer Award Nominations – April 30
- Apollo-Ridge Learning Festival – May 9

E. Superintendent Report

Dr. Curci's report included the following topics:

- PJAS / FPS Awards & Qualifiers
- PRIDE Presentation at AICDAC Event
- Spring Musical Wrap-Up
- Apollo Area Lions Club Students of the Month
 - Brandon Hoffer
 - Kayla Cooper
- ABC Create Conference
- 2015 Graduation Date
- PSSA Testing
- Upcoming Events
 - March 23-27 - Middle School PTA Book Fair
 - March 25 - Elementary School PTA Market Day Pick Up 4-5 PM
 - March 25 - High School Spring Picture Day
 - March 30 - 1st Snow Make-Up Day 1/8/15 - School is in Session
 - March 31 - 2nd Snow Make-Up Day 1/26/15 - School is in Session
 - April 1 - 3rd Snow Make-Up Day 1/30/15 - School is in Session
 - April 2 - 4th Snow Make-Up Day 2/2/15 - School is in Session
 - April 2 - End of 3rd Grading Period
 - April 3 - No School - Spring Break through April 6 (Students return on the 7th)

F. Student Council (Mr. Andrew Jones)

IV. RESOLUTIONS

A. Finance

Resolution A-1

Be it resolved that the Apollo-Ridge Board approves payment of District Bills for the period February 24, 2015, through March 19, 2015 in the amount of \$814,537.12, and the Treasurer’s Report for February 2015.

Resolution A-2

Be it resolved that the Apollo-Ridge Board approves the ARIN IU 28 General Operating Budget in the amount of \$3,298,917, for fiscal year ending June 30, 2016.

Resolution A-3

Be it resolved that the Apollo-Ridge Board approves the agreement with S4Teachers, LLC, for substitute teacher placement, as marked Exhibit A-3.

Resolution A-4

Be it resolved that the Apollo-Ridge Board approves the agreement with ARIN IU28 for ARINPLAY for a streaming video channel as marked Exhibit A-4.

<p>Be it resolved that the Apollo-Ridge Board approves Finance resolutions A-1 through A-4.</p> <p>A-1 Payment of District Bills and Treasurer’s Report for February 2015 A-2 ARIN IU 28 General Operating Budget A-3 Source for Teachers Agreement A-4 ARINPLAY Agreement</p>	
<p>Motion: Mr. Obriot Roll Call: 9 Aye Motion Approved</p>	<p>Second: Mr. Fetterman 0 Nay</p>

B. Personnel

Resolution B-1

Be it resolved that the Apollo-Ridge Board approves unpaid leave requests as marked Exhibit B-1.

Resolution B-2

Be it resolved that the Apollo-Ridge Board accepts resignations for retirement purposes as marked Exhibit B-2.

Resolution B-3

Be it resolved that the Apollo-Ridge Board approves Ms. Paige Lamborn (English 7-12), Indiana, as a professional substitute for the 2014-2015 school year pending receipt of Acts 34, 114, 151, and 168 clearances.

<p>Be it resolved that the Apollo-Ridge Board approves Personnel resolution B-1 through B-3.</p> <p>B-1 Unpaid Leave Requests B-2 Retirements B-3 Substitute – Paige Lamborn</p>	
<p>Motion: Mr. King Roll Call: 9 Aye Motion Approved</p>	<p>Second: Mr. Duso 0 Nay</p>

C. Curriculum

Resolution C-1

Be it resolved that the Apollo-Ridge Board approves conference attendance requests as marked Exhibit C-1.

Resolution C-2

Be it resolved that the Apollo-Ridge Board approves the revised 2014-2015 Master Calendar as marked Exhibit C-2.

Resolution C-3

Be it resolved that the Apollo-Ridge Board approves the 2015-2016 Master Calendar as marked Exhibit C-3.

Be it resolved that the Apollo-Ridge Board approves Curriculum resolutions C-1 through C-3.

C-1 Conference Attendance Requests
 C-2 Revised 2014-2015 Master Calendar
 C-3 2015-2016 Master Calendar

Motion: Mr. Obriot

Second: Mr. Schultz

Roll Call: 9 Aye

0 Nay

Motion Approved

D. Student Activities

Resolution D-1

Be it resolved that the Apollo-Ridge Board approves field trips as marked Exhibit D-1.

Be it resolved that the Apollo-Ridge Board approves Student Activities resolution D-1

D-1 Field Trips

Motion: Mr. Schultz

Second: Mr. Obriot

Roll Call: 9 Aye

0 Nay

Motion Approved

E. Student Transportation

Resolution E-1

Be it resolved that the Apollo-Ridge Board approves the response to the September 18, 2014, Performance Audit Report as marked Exhibit E-1.

Be it resolved that the Apollo-Ridge Board approves Student Transportation resolution E-1

E-1 Performance Audit Report Response

Motion: Mr. King

Second: Mrs. Wenckowski

Roll Call: 9 Aye

0 Nay

Motion Approved

F. **Facilities and Property Services**

G. **Food and Nutrition Services**

Resolution G-1

Be it resolved that the Apollo-Ridge Board set student school lunch prices at \$2.45 (Elementary) and \$2.70 (Secondary) and adult school lunch prices at \$3.70 with an increase in ala carte items at 8% from 2014-2015 pricing for the 2015-2016 school year.

Resolution G-2

Be it resolved that the Apollo-Ridge Board approves an agreement with Nutrition, Inc, for food service management for the Apollo-Ridge School District effective July 1, 2015 for a one-year term as marked Exhibit G-2.

Be it resolved that the Apollo-Ridge Board approves Food and Nutrition Services resolutions G-1 through G-2

- G-1 2015-2016 School Lunch Prices
- G-2 Nutrition, Inc. Agreement

Motion: Mr. King
Roll Call: 9 Aye
Motion Approved

Second: Mr. Duso
0 Nay

H. **Legislation – Board Policy**

Resolution H-1

Be it resolved that the Apollo-Ridge Board approves the first reading of Board Policy 227: Controlled Substances at marked Exhibit H-1.

Be it resolved that the Apollo-Ridge Board approves Legislation-Board Policy resolution H-1

H-1 First Reading Board Policy 227: Controlled Substances

Motion: Mrs. Jaworskyj
Roll Call: 9 Aye
Motion Approved

Second: Mr. Schultz
0 Nay

VIII. Hearing of the General Public

IX. Old Business

X. Adjournment

Motion to Adjourn

Motion: Mr. King

Second: Mr. Fetterman

Voice Vote: 9 AYE 0 NAY

Time: 7:17 PM

EXECUTIVE SESSION Start: 7:23 PM End: 7:35 PM

NEXT MEETING DATES: Monday, April 20, 2015 – COMMITTEE
Monday, April 27, 2015 – LEGISLATIVE

S4TEACHERS LLC

SUBSTITUTE TEACHER PLACEMENT AGREEMENT

This is an Agreement, entered into on February 23, 2015 by and between S4Teachers LLC, a Delaware limited liability company, d/b/a Source4Teachers (the "Company") located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the Apollo-Ridge School District located at PO Box 219, Spring Church, PA 15686 (the "District").

Background

The Company is in the business of providing substitute teachers for school districts, as well as other related staffing services. The District desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Teachers. The Company shall be the exclusive provider of day to day substitute teachers, teacher aides, clerical and other staff listed in Exhibit "A" ("Substitute Teachers") to fill positions at the request of the District on an as-needed basis, at the request of the District using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the District. This Agreement shall not apply to long-term substitutes for temporary vacancies of 45 day or more.
 - 1.1 The District agrees that the Company shall be the exclusive contract provider of day to day Substitute Teachers to the District. All or any placement of Substitute Teachers shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the District by Company. However, in the event that the District requests a Substitute Teacher and the Company is unable to provide a Substitute Teacher with the necessary certification(s) and qualifications within a reasonable time period, the District may locate and hire a qualified Substitute Teacher directly as an employee of the District. Company shall have no obligations or responsibilities as an employer whatsoever with respect to this Substitute Teacher.
 - 1.2 The District may provide a list of Substitute Teachers which the District has employed prior to the Agreement which the District desires to remain in the pool of Substitute Teachers assigned by the Company to the District. The District shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the District. However, as part of the transition process, the District certifies that the aforementioned former Substitute Teachers of the District meet the state requirements to serve as Substitute Teachers (ex. Criminal history, TB Test) for the first 90 days of the effective date of the contract, unless Company is otherwise notified by District. The District acknowledges that these Substitute Teachers will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company's responsibility to determine pursuant to the terms of the Agreement. District further agrees to forward to Company any report of criminal activity regarding these Substitute Teachers from the Pennsylvania State Police or any other governmental authority.
2. Treatment of Substitute Teachers as Employees of the Company All Substitute Teachers provided by the Company will be treated by the District as employees of the Company, and not as employees of the District, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting the preceding sentence:
 - 2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Teachers;
 - 2.2 The District shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Teacher; The Company shall withhold applicable taxes from the wages of the Substitute Teacher, and shall be responsible for any payroll tax liabilities of an "employer" with respect to the Substitute Teacher;
 - 2.3 The Company shall provide applicable workers' compensation insurance coverage for the Substitute Teacher in such amounts as may be required by law; and
 - 2.4 Substitute Teacher shall not be eligible for tenure with the District or be entitled to participate in any of the District's employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.
- 2.5. In order to provide certain Substitute Teachers who are obtaining the required initial or renewal State certifications, if requested, the District shall assist in the application for Type 04 and Type 06 emergency substitute permits for Substitute Teachers placed within the District.
3. The Company's Obligations
 - 3.1 The Company will act in good faith to provide Substitute Teachers who, if needed or applicable, (a) hold a current license and certification for the positions requested by the District, (b) have had a completed criminal history check as required by law from the Pennsylvania Department of Education, (c) have appropriate inoculations and tuberculosis testing as required by the Pennsylvania Department of Education and (d) who shall render services in accordance with applicable laws and procedures of the State and this Agreement. The Company shall make copies of the clearances available to the District. Prior to the placement of any individual Substitute Teacher within the District, the Company shall furnish to the District (1) state and federal criminal history reports that are current as required by applicable law; (2) child abuse clearance statement that is current as required by applicable law; and (3) evidence of tuberculosis testing as required by law. The Company shall maintain and update this list, on an ongoing basis, as new employees are hired or enlisted and in the event that any previously screened employees or contractors fail to meet the statutory standards.
 - 3.2 In selecting Substitute Teacher, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Teacher will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the District, with an appropriate increase in the Company's fees. If at any time the District or its Board of Education is unsatisfied with Substitute Teacher, the District may preclude that substitute from coming back to the District upon written notification to the Company.
 - 3.3 The Company seeks to provide Substitute Teachers that are trained for the requested positions. The Company will provide Substitute Teachers training as required by the State training including as applicable classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Teachers to a Pennsylvania school

district. The Company shall provide training for the existing District Substitute Teachers and other staff as requested by the District at the Company's actual cost.

- 3.4 The Company expects that the Substitute Teachers assigned to the District will perform their services satisfactorily. If the District notifies the Company that a Substitute Teacher has not performed satisfactorily within the reasonable discretion of the District, the Company will honor the District's request not to assign specific Substitute Teachers. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The District understands that declining the services of a specific Substitute Teacher may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.
4. The District's Obligations. In connection with Substitute Teachers provided by the Company pursuant to this Agreement, the District shall:
- 4.1 Provide information to the Substitute Teacher as needed to allow the Substitute Teacher to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;
 - 4.2 Provide a safe and suitable workplace that complies with all applicable safety and health standards, statutes, and regulations;
 - 4.3 Provide Substitute Teacher with adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace, including emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records; further, the District will provide all Substitute Teachers with any training appropriate to the needs, duties, responsibilities or knowledge unique to the District or otherwise different than would generally be appropriate in other districts.
 - 4.4 Ensure that Substitute Teacher does not (i) have sole custody of a single student, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the District;
 - 4.5 Assign Substitute Teacher only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.
 - 4.6 Not assign Substitute Teacher to travel or perform duties off the normal school premises of the District;
 - 4.7 If Substitute Teacher is assigned duties in connection with the District's computer systems, maintain appropriate pass word security and backup copies of all data;
 - 4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Teacher to such records;
 - 4.10 Comply with any restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Teacher; and
 - 4.11 Approve and sign forms supplied by the Company documenting the amount of time worked by Substitute Teacher or, if representatives of the District are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the District.
 - 4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Teacher on-site changes and any changes in the District or building supervisory contact information.
 - 4.13 Notify the Company the earlier of prior to 6 am daily or 3 hours prior to the start of the class, through the protocols established by the Company for such notice, of the need for Substitute Teacher for that day provided, however, the Company and the District recognize that the need for a substitute may occur after the above times and that in such cases the Company will use best efforts to find a substitute for such District requests. However, the District shall not hold the Company responsible for any un-filled Substitute Teacher requests received after the minimum notice period above.
 - 4.14 Comply with all Company policies and procedures to accurately invoice the District, process the daily record keeping and other tasks necessary for the Company to administer and track Substitute Teacher, including but not limited to, sign in and out procedures and related records.
 - 4.15 The District shall be solely responsible to control teacher absences and any budgetary impact resulting there from.
 - 4.16 District represents that its actions under this Agreement do not violate its obligations under any agreement that District has with any labor union.
5. Indemnification and Limitations of Liability.
- 5.1 Indemnification of the District by the Company. The Company shall indemnify and hold the District's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Substitute Teacher, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the District. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.
 - 5.2 Indemnification of the Company by the District. The District shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the District or its employees or authorized agents, or by the District's breach of this Agreement; or (ii) arise from any injury to Substitute Teacher or other persons on the premises of the District or while performing services on behalf of the District and not caused by the acts or omissions of the Company, Substitute Teacher, or other employees or authorized agents of the Company. Such indemnification shall not apply to any direct claim for workers' compensation benefits for job-related benefits for job-related bodily injury or death against the Company by any of the Company's employees or their representatives. The foregoing indemnification covenant is subject to and limited by any immunities from liability and/or limitations of liability afforded to the District by applicable federal or state law, including the Pennsylvania Political Subdivision Tort Claims Act. This provision shall not require the District to provide indemnification of any claim from which it otherwise is immune from liability under applicable law or for any damages exceeding any limitation of damages established by applicable law.
 - 5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.
 - 5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Teacher that does not result in a finally adjudicated claim of damages against the District brought by a third party.
 - 5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

- 6.1. The Company's Pricing Plan, attached hereto as Addendum A and made a part of this Agreement, is accepted by the District. The Company shall submit to the District a weekly invoice showing in reasonable detail the services provided.
- 6.2 Changes to Pricing Plan. In the event that the District determines to increase the established pay rate for Substitute Teacher from that specifically listed on Addendum A or if the District determines to establish a new Substitute Teacher classification or new pay rate to be paid to some or all of the Substitute Teacher (e.g., for improved recruitment, retention or for other reasons) not identified on Addendum A then, the billing rate to the District shall be determined by using the markup used on Addendum A. The District shall provide the Company advance written notice of its decision to increase existing pay rate, establish a new Substitute Teacher classification or new pay rate
- 6.3 The Company may change the Pricing Plan for the current year contained on Addendum A in the event that local, state or federally mandated employer healthcare benefits or other benefit programs, including but not limited to family leave benefits which are required or permitted by local, state or federal law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. Company will provide at least thirty (30) days' notice prior to any increase and District may elect to terminate the Agreement within sixty (60) days following said notice. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the greater of 3% or the appropriate consumer price index ("CPI") applicable to the District for the twelve months preceding the most recent quarterly rate.
- 6.4 Affordable Care Act Reimbursement Surcharge. The Patient Protection and Affordable Care Act ("Act") became effective January 1, 2014. The Act has a look back period that determines Substitute Teacher eligibility for healthcare insurance coverage that shall begin on the beginning of this Agreement.
- The Company normally hires Substitute Teachers as part time employees who will work less than 30 hours per week such that they are not eligible for healthcare benefits under the Act. However, should the District in its discretion employ a Substitute Teacher to work directly for District in addition to the hours worked for Company (example: after school program director or coach), and the combined work hours of the Substitute Teacher cause the Substitute Teacher to be deemed eligible to receive healthcare benefits under the Act, the District agrees to either reimburse the Company's cost of providing the minimum plan healthcare insurance coverage under the Act or, if less, pay the applicable statutory penalty.
- 6.5 Use of Substitute Teacher by the District Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the District engages the services of any Substitute Teacher other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the District shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if District hires a Substitute Teacher for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the District shall calculate and pay to the Company any amounts due by using the markup used on Addendum A. This section shall not apply to any Substitute Teacher who is hired as a full-time, permanent employee of the District or as a long-term substitute for a temporary vacancy of 45 days or more.
- 6.6 Payment. The District shall pay the Company monthly in United States currency by check (regularly payable in the normal course of banking transactions) or electronic transfer monthly within three (3) days following the Board of Education Monthly Action Meeting ("Due Date") for all invoices submitted at least ten (10) days prior to the Board of Education Action Meeting (or such other timeline as agreed to on Addendum A.) In the event that the District fails to pay any fee to the Company when due (i) the District shall be liable for a late charge equal to ½% per month on the outstanding amounts, commencing on the Due Date; and (ii) the District shall be liable for all of the Company's reasonable costs of collection, including reasonable attorneys' fees, both (i) and (ii) to apply with thirty (30) days prior notice requirement.
- 6.7 Sales and Use Tax. The District represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the District.
- 6.8 District's optional use of Company's proprietary SAMS absence management system. The District may elect to use the Company's proprietary SAMS absent management system to enter absences of District employees during the term of this Agreement. The District personnel shall be solely responsible for the use of the system and the accuracy of any records and reports. The District shall use the system in accordance with procedures and processes as reasonably set by the Company. The District shall pay the Company a \$2.00 processing fee for each placement of a District employee who is not a Company employee billable to the District. All SAMS processing fees shall be billed and payable by the District under the same terms as for Substitute Teachers. In the event that this Agreement is terminated, the Company shall allow the District ten (10) business days to import the data back to the District's Aesop or other absentee management account.
7. Term. The term of this Agreement shall begin on April 13, 2015 and shall remain in effect through June 30, 2017. The District shall have three (3) one (1) year options to renew this Agreement under the terms herein upon mutual agreement of the parties. Either party may terminate this Agreement, without cause, with written notice at least ninety (90) days prior to the end of the fiscal school year. Notwithstanding the preceding, either party may terminate this Agreement if the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or, in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student physically or verbally assault or injure a Company's employee, and the District does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the District shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.
8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:
- 8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Teacher are performed;
- 8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;
- 8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence. District should be designated as the Certificate Holder and Additional Insured for all of the coverages shown on the Certificate with the exception of Workers' Compensation, Employers Liability and the Professional Liability Coverages.
9. Confidentiality. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and

systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

10. Miscellaneous

10.1 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

10.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid and confirmation of receipt by recipient, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

10.3 Governing Law. This Agreement shall be governed by the internal laws of Pennsylvania without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or Pennsylvania courts located in the District's County and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Pennsylvania law.

10.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

10.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

10.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

10.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

10.9 Assignment. No party to this Agreement shall assign his rights or duties hereunder without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business.

10.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

10.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

10.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

10.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

10.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations including the attached Affirmative Action Requirements. The District and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

By _____ S4TEACHERS LLC
W. Andrew Hall, C.O.O.

APOLLO-RIDGE SCHOOL DISTRICT
By _____
Signature

Name and Title
Date _____

ADDENDUM A

PRICING

Substitute Classification	Pay to Substitute	Company Billing Price	Discount Price*
Teacher Full Day	\$85.00 per day	\$116.45 per day	\$110.42 per day
Teacher Half Day	\$42.50 per day	\$58.22 per day	\$ 55.21 per day
Teacher Full Day/Bachelor's Degree On 16th consecutive day in same position	\$150.53 per day	\$206.22 per day	\$195.53 per day
Teacher Full Day/Master's Degree On 16th consecutive day in same position	\$154.83 per day	\$212.11 per day	\$201.12 per day
Clerical Aide	\$8.00 per hour	\$10.96 per hour	\$10.39 per day
Paraprofessional	\$8.00 per hour	\$10.96 per hour	\$10.39 per hour

*Prompt Payment Discount Pricing Requirements: Company will provide via e-mail a weekly invoice and a biweekly statement representing the balance owed for the invoices of the previous two weeks. To qualify for the "Prompt Payment Discount," Charter must satisfy the invoice by an electronic transfer of funds to Company within ten (10) calendar days of receipt of invoice. If payment is not received within ten (10) calendar days of receipt of invoice, the above Company Billing Price will increase .04% daily on day 11 and 12 to reflect the regular rate.

ARINPLAY ACCESS AGREEMENT

This agreement is made between the ARIN Intermediate Unit 28 ("IU"), located at 2895 West Pike Road, Indiana, Pennsylvania 15701-9769 and the Apollo-Ridge School District ("District"), and located at PO Box 219, 1825 State Route 56 Spring Church, PA 15686-0219, which together are the "Parties." Intending to be legally bound, the Parties hereby declare and agree as follows:

1. The IU shall provide the District with a streaming video channel, and editorial rights to that video channel, on the ARINPLAY website, located at play.iu28.org from April 1, 2015 through June 30, 2017. The IU shall provide to the District a single username and password with editorial access to the streaming video channel dedicated solely to the District.
2. The District shall retain sole discretion and accepts all legal responsibility for the content posted on the dedicated video channel provided by the IU. The IU assumes no responsibility for the content posted under the District's username and password and the District shall ensure that no content posted to the video channel violates state or federal law. The District hereby agrees to indemnify the IU in the event of litigation or proceedings arising from content posted to the dedicated streaming video channel.
3. The District warrants that it will not post content to ARINPLAY that is illegal, obscene harassing, or discriminatory against any protected class under federal law.
4. Nothing in this agreement, however, shall prohibit the IU from immediately removing content from the District's streaming video channel upon notice or obtaining knowledge of material that infringes upon copyright law. If content is removed by the IU, the IU shall promptly notify the District.
5. For any material subject to copyright protection, the District hereby grants a license to the IU to display, perform, and distribute such material for the sole purpose of displaying that material to all ARINPLAY users, or hereby assures the IU that the District has obtained such a license from the copyright holder.
6. In full consideration for access and editorial rights to the dedicated streaming video channel, the District shall pay to the IU Two Thousand Dollars (\$2,000), billed once, with payment due within 30 days of invoice. The term of this agreement shall be April 1, 2015 through June 30, 2017 (27 months).
7. This agreement constitutes the entire agreement and understanding between the Parties, and this agreement replaces and rescinds any and all previous or contemporaneous agreements or understandings between the Parties, whether written or oral. No promise or inducement not expressed herein has been made to the Parties.
8. This agreement shall not be subject to any claim of mistake of fact, regardless of the adequacy or inadequacy in the amount paid.
9. This agreement may only be modified by mutual agreement of the Parties in writing.
10. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Authorized Representative

ARIN IU 28 Date

Authorized Representative

Name:

School District: Apollo-Ridge School District

Date

EXHIBIT B-1

UNPAID LEAVE REQUESTS

LEAVE #	DATES	REASON
UNP030315	August 18, 19, and 20, 2015	PERSONAL
UNP022415	March 4 – March 18, 2015	FMLA
UNP040115	April 1-2, 2015	PERSONAL
UNP021015	April 2, 2015	PERSONAL
UNP031815	March 17, 2015	PERSONAL
UNP032315	March 25, 2015 (half-day/PM)	MEDICAL

RESIGNATIONS

NAME/POSITION	PURPOSE	EFFECTIVE DATE
Patricia McDonnell, Middle School Reading Specialist	Retirement	June 10, 2015*
Cindy Kulick, Elementary School Teacher	Retirement	June 10, 2015*

*Or the last day of the 2014-2015 school year.

EXHIBIT C-1

CONFERENCE ATTENDANCE REQUESTS

DATES	EMPLOYEE	CONFERENCE/LOCATION/SPONSOR	COST
April 29 – May 1, 2015	Dr. Matthew Curci	The Forum for Western Pennsylvania School Superintendents Wyndham Grant - Pittsburgh University of Pittsburgh	Included in membership

APOLLO-RIDGE SCHOOL DISTRICT 2014-2015 MASTER CALENDAR

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	I	I/O	I	22	23
24	⇒	26	27	28	29	30

9 Teacher 5 Student

September						
S	M	T	W	T	F	S
	H	2	3	4	5	6
7	8	O	10	O	12	13
14	15	16	O	18	19	20
21	22	23	24	25	26	27
28	29	30				

21 Teacher 21 Student

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	80	11
12	I	14	15	16	17	18
19	20	21	22	23	24	25
26	27	GP	29	30	31	

23 Teacher 22 Student

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	H	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	H	H	29
30						

17 Teacher 17 Student

December						
S	M	T	W	T	F	S
	H	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	H	H	H	27
28	H	H	H			

16 Teacher 16 Student

January						
S	M	T	W	T	F	S
				H	H	3
4	5	6	7	X	9	10
11	12	13	14	15	GP	17
18	H	20	21	22	23	24
25	X	27	28	29	X	31

16 Teacher 16 Student

February						
S	M	T	W	T	F	S
1	X	3	4	5	6	7
8	9	10	11	12	13	14
15	X	17	18	X	X	21
22	23	24	25	26	27	28

16 Teacher 16 Student

March						
S	M	T	W	T	F	S
1	2	3	X	X	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 Teacher 20 Student

April						
S	M	T	W	T	F	S
			1	GP	H	4
5	H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

20 Teacher 20 Student

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	26	27	28	29	30

20 Teacher 20 Student

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	←	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8 Teacher 7 Student

JULY
Fri-4: July 4 Holiday

AUGUST
CLERICAL DAY: Can be taken any time beginning 8/11
Tuesday-19: In-Service Day
Wednesday-20: In-Service Day
Wednesday-20: Open House Middle School
Thursday-21: In-Service Day
Monday-25: First Student Day

SEPTEMBER
Monday-1: Labor Day-No School
Tuesday-9: Open House Grades 1,2,3
Thursday-11: Open House Grades K,4,5
Wednesday-17: Open House High School

OCTOBER
Friday-10: Act 80 Day-Conferences
Monday-13: Columbus Day-In-Service
Tuesday-28: End 1st Grading Period

NOVEMBER
Tuesday-11: Veterans Day - No School
November 27-28: Thanksgiving Break

DECEMBER
December 1: Thanksgiving Break - No School
December 24-31: Winter Break - No School

JANUARY
January 1-2: Winter Break - No School
Friday-16: End 2nd Grading Period
Monday-19: MLK, Jr Day - No School

FEBRUARY
Monday-16: Holiday converted to Make-Up Day
Monday-16: School Cancelled

MARCH
Monday-30: 1st Snow Make-Up Day for January 8
Tuesday-31: 2nd Snow Make-Up Day for January 26

APRIL
Wednesday-1: 3rd Snow Make-Up Day for January 30
Thursday 2: 4th Snow Make-Up Day for February 2
Thursday 2: End 3rd Grading Period
Friday-3: Spring Break - No School
Monday-6: Spring Break - No School

MAY
Friday-22: 5th Snow Make-Up Day for February 19, 2015
Monday-25: Memorial Day - No School

JUNE
Friday 5: 6th Snow Make-Up Day for February 20, 2015
Monday 8: 7th Snow Make-Up Day for March 4, 2015
Tuesday 9: 8th Snow Make-Up Day for March 5, 2015 / Last Student Day
CLERICAL DAY: Can be taken any time prior to June 27

- ⇒ First day of School 180 Instructional Days (1 of those days are proposed to be Act 80 days, pending Board & State approval)
- ⇐ Last Day of School 1 Act 80 Days* (Pending Board/State approval)
- O Open House 4 In-Service Days
- GP Grading Period 2 Clerical Days
- H Holiday - No Classes 186 Teacher Days
- S Snow Make-Up Day 5 Snow Days (Additional snow days will be added to the end of the year as needed)
- X School Cancelled Due to Weather or Other Graduation will occur in June - Date will be determined in March
- I In-Service
- 80 Act 80 Day*
- C Clerical Day

Pursuant to Section 1502 of the Public School Code, the following dates have been selected as official local school district holidays: Friday, November 28, 2014; Wednesday, December 24, 2014; Friday, December 26, 2014; Friday, April 3, 2015; and Monday, April 6, 2015.

APOLLO-RIDGE SCHOOL DISTRICT 2015-2016 MASTER CALENDAR

JULY

Fri-3: July 4 Holiday

AUGUST

CLERICAL DAY: Can be taken any time beginning 8/10

Tuesday-18: In-Service Day
 Wednesday-19: In-Service Day
 Wednesday-19: Open House Middle School
 Thursday-20: In-Service Day
 Tuesday-25: First Student Day

SEPTEMBER

Monday-7: Labor Day-No School
 Tuesday-8: Open House Grades 1,2,3
 Thursday-10: Open House Grades K,4,5
 Wednesday-16: Open House High School

OCTOBER

Friday-9: Act 80 Day-Conferences
 Monday-12: Columbus Day-In-Service
 Wednesday-28: End 1st Grading Period

NOVEMBER

Wednesday-11: Veterans Day - No School
 November 26-30: Thanksgiving Break

DECEMBER

December 24-31: Winter Break - No School

JANUARY

January 1: Winter Break - No School
 Thursday-14: End 2nd Grading Period
 Monday-18: MLK, Jr Day - 1st Snow Make-Up Day

FEBRUARY

Monday-16: Presidents Day - 2nd Snow Make-Up Day

MARCH

Friday 11: 3rd Snow Make-Up Day
 Monday 21: 6th Snow Make-Up Day
 Tuesday 22: 7th Snow Make-Up Day
 Wednesday 23: 8th Snow Make-Up Day
 Thursday 24: 9th Snow Make-Up Day
 Friday 25-Monday 28: Spring Break - No School
 Tuesday-29: End 3rd Grading Period

APRIL

Friday 29: 4th Snow Make-Up Day

MAY

Friday-27: 5th Snow Make-Up Day
 Monday-30: Memorial Day - No School

JUNE

Friday 3: Last Student Day
CLERICAL DAY: Can be taken any time prior to June 24

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	I	I/O	I	21	22
23	24	25	26	27	28	29
30	31					

9 Teacher 6 Student

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	O	9	O	11	12
13	14	15	O	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21 Teacher 21 Student

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	80	10
11	I	13	14	15	16	17
18	19	20	21	22	23	24
25	26	GP	28	29	30	31

22 Teacher 21 Student

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	H	12	13	14
15	16	17	18	19	20	21
22	23	24	25	H	H	28
29	H					

17 Teacher 17 Student

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	H	H	26
27	H	H	H	H		

17 Teacher 17 Student

January						
S	M	T	W	T	F	S
					H	2
3	4	5	6	7	8	9
10	11	12	GP	14	15	16
17	S	19	20	21	22	23
24	25	26	27	28	29	30
31						

19 Teacher 19 Student

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	S	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

20 Teacher 20 Student

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	S	12
13	14	15	16	17	18	19
20	S	S	S	S	H	26
27	H	GP	30	31		

16 Teacher 16 Student

April						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	S	30

20 Teacher 20 Student

May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	S	28
29	H	31				

20 Teacher 20 Student

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

4 Teacher 3 Student

- First day of School 180
 - Last Day of School 1
 - Open House 4
 - Grading Period 2
 - Holiday - No Classes 186
 - Snow Make-Up Day 5
 - In-Service
 - Act 80 Day*
 - Clerical Day
- Instructional Days (1 of those days are proposed to be Act 80 days, pending Board & State approval)
 Act 80 Days* (Pending Board/State approval)
 In-Service Days
 Clerical Days
 Teacher Days
 Snow Days (Additional snow days will be added to the end of the year as needed)
 Graduation will occur in June - Date will be determined in March
 *Act 80 days will be utilized for Parent/Teacher Team Conferences. Time will also be used to research appropriate instructional strategies to meet student needs and to apply these strategies to individual student action plans.

Pursuant to Section 1502 of the Public School Code, the following dates have been selected as official local school district holidays: November 27, 2015; December 24, 2015; December 26, 2015; March 25, 2016; and March 28, 2016.

PERFORMANCE AUDIT – CORRECTIVE ACTION PLANS

Finding Number One: Internal Control Weakness in Reporting Pupil Transportation Data

Our audit of the Apollo-Ridge School District's (District) pupil transportation records and reports submitted to the Pennsylvania Department of Education (PDE) found a lack of documentation supporting reimbursements of \$966,538 and \$911,060 received for the 2010-11 and 2011-12 school years, respectively.

The District could not provide the necessary supporting documentation to allow the auditors to verify the totals reported for miles with students, miles without students, and the greatest number of students transported for each bus. We found that the District only retained a computer spreadsheet and relied on the bus contractor to retain the supporting documentation. However, the District experienced a change in bus contractors for the 2012-13 school year.

At the auditor's request, the District contacted the bus contractor employed at the time to obtain the necessary documentation. Unfortunately, the information was not complete, and what was provided did not match the data submitted to PDE.

If the District personnel had performed an internal review, they would have been aware that support documentation was not on hand and could have obtained the necessary information and at that time would have been aware that verification of reported totals could not be performed.

Additionally, in April of each school year, PDE provides the local education agencies (LEA) with a preliminary report summarizing the transportation data reported during the previous school year. Proper internal review procedures would require that LEAs use this report to review and verify that the data reported was accurate.

Response:

The written finding refers to backup information kept for mileage records and students transported. Monthly spreadsheets, in regard to mileage, were maintained by the District's former bus contractor and submitted to the Business Office for accuracy verification. While previous reviews had not found the spreadsheets to be inadequate, the District wishes to fully comply in all areas as required, and since this was brought to the attention of this office has maintained monthly documentation of odometer readings as recorded by bus drivers submitted by the current contractor.

Corrective Action Plan and Implementation Dates:

- 1) The District will maintain monthly reports submitted by bus drivers listing their recorded odometer readings. These original reports will be retained and used to support spreadsheet data maintained for the purpose of documenting miles with students, miles without students, and the greatest number of students as reported to PDE. (This practice began immediately after brought to the attention of our offices, is currently implemented and will continue monthly)
- 2) The District will perform a review of the years following this audit to ensure supporting documentation has been provided and retained. Should inaccurate data be found to have been submitted, the correct data will be reported as necessary to PDE. (Review was completed by October 17, 2014).

Monitoring Procedures:

- 1) The District's Business Administrator shall ensure reports are received from the contractor as recorded by bus drivers no later than two weeks after the completion of each calendar month. Such reports will be used to prepare and validate the spreadsheets used to compile yearly data summaries, and maintained on file in the Business Office.
- 2) Upon completion of the review of previous years' data as submitted to PDE, the Business Administrator will confirm with the Superintendent the review has been completed and any necessary revisions have been submitted to PDE.

Finding Number Two: Failure to Have Established Internal Controls Relating to Contracted Bus Drivers' Qualifications

Our audit of the Apollo-Ridge School District's (District) bus drivers' qualifications revealed missing Federal Bureau of Investigation's Criminal History Record Information (CHRI).

Our audit of 23 bus drivers revealed the District did not have on file the CHRI for 6 bus drivers. District personnel stated that had originally received and reviewed the CHRI for the six (6) drivers but had misplaced them and, as a result, had to request new ones for our audit.

On March 25, 2014, we learned the District received a copy of the CHRI for all six (6) bus drivers. No indication of criminal activity was noted on any of the CHRI forms. Noncompliance with Act 114 of 2006, as amended, was caused by a lack of internal controls relating to retaining the CHRI to review for the audit.

By not having the required CHRI forms on file, the District was unable to provide full assurance that the contracted drivers were qualified to transport students. Utilization of unqualified drivers could present an increased risk to the safety and welfare of the District's students.

Response:

The District affirms the necessity of keeping the files for contracted bus drivers and all applicable background checks. Though background checks were "checked off" and accounted for prior to approval as drivers for the District, it is important that complete files are maintained with copies of all clearances at all times. While all other files were complete, and those six (6) files referenced had completed Child Abuse and State Police clearances present in their files, the CHRI should have been present as well.

Corrective Action Plan and Implementation Dates:

1) While original copies of files are maintained by the contractor, the District shall maintain a copy of such files for all approved bus drivers. This file will contain all valid clearances and will be maintained in a locked file located within the Central Administration Office. (This practice is implemented currently and continue annually)

2) A review of all bus driver files will take place, ensuring all drivers approved by the District have complete files and match those maintained by the contractor. Review shall take place at the start of each semester, as well as at the conclusion of the school year. (This practice is implemented currently)

3) All bus drivers submitted for approval by the Board of Directors shall not be hired until all required background checks have been received and are verified as present in the driver's file. (This practice is implemented currently)

Monitoring Procedures:

1) Each action as listed in the Corrective Action Plan will be performed by the Administrative Assistant to the Superintendent, and verified by the Superintendent that they have been completed.

Signature _____
Dr. Matthew E. Curci

EXHIBIT D-1

FIELD TRIP REQUESTS

<u>DATES</u>	<u>GRADE/GROUP/TEACHER(S) /CURRICULUM</u>	<u>DESTINATION</u>	<u># STUDENTS</u>	<u>COST</u>	<u>SUB</u>
April 10, 2015	Grade 8 Rebecca Reese STEM	Carnegie Science Center Pittsburgh	114	\$85* Curriculum Budget	1
May 18-10, 2015	HS/MS PJAS Danielle White Independent Science Projects	PJAS State Competition Penn State State College	20	\$1225 Gifted Budget	2
April 10-11, 2015	FPS Students Danielle White Future Problem Solving	FPS State Competition Radisson Harrisburg	4	\$270 Gifted Budget	2
May 11, 2015	Grade 4 Lori Murphy Science Exploration	Carnegie Science Center Pittsburgh	80	PTA	1
May 20, 2015	Grade 1 Sharon Friday Language Arts/Art/Music/Social Sciences	Children's Museum of Pittsburgh Pittsburgh	89	PTA	1
May 12, 2015	Spanish Students Kristen Scotece/Andy Jones Spanish Culture	Gateway Clipper Pittsburgh	65	Spanish Club	0
April 10, 2015	Sophomores/Juniors Janetta Thomas Career Options	Armstrong County Career Day IUP Northpointe Freeport	15	Armstrong Cty Workforce Forum	0
April 24, 2015	High School Drama Club Bethany Greenlee Performance Art	Peter Pan Byham Theatre Pittsburgh PA	36	Drama Club	0
May 13, 2015	Middle School Social/Emo Support Kirsten Simpson Social Skills	Lee's Lanes/Pizza Hut Leechburg	10	Basketball Boosters	0
May 11, 2015	Grade 4 Lori Murphy STEM	Carnegie Science Center Pittsburgh	80	PTA	0
April 17, 2015	Project Forward (Juniors) Michelle Lukehart/Janetta Thomas Success in College	Westmoreland County Community College Youngwood	9	\$395 Project Forward	0
March 27, 2015	High School Student Drivers M. Lukehart/J. Jones Safe Driving	IUP Northpointe Campus Freeport	3	\$155 HS Guidance	1

* Carnegie Science Center is covering the cost of transportation and admissions

Costs include transportation, substitutes, and registration/entry fees

FOOD SERVICE AGREEMENT

NSLP PROJECTED OPERATING COSTS					
Contract Begin Date	07/01/15	School Food Authority	Apollo Ridge School District		
Contract End Date	06/30/16	FSMC Name	The Nutrition Group		
Days of Service	179				
Section 1 - ACTUAL "IN-SCHOOL" REVENUE					
To Be Completed By SFA (include SSO Reimbursements, if applicable)					
BREAKFASTS:		MEALS	RATES		
Elementary Paid	#	5,907	X \$ 1,200	=	\$ 7,088.40
Elementary Tiered Paid	#	-	X \$ -	=	\$ -
Middle Paid	#	-	X \$ -	=	\$ -
Middle Tiered Paid	#	-	X \$ -	=	\$ -
Secondary Paid	#	2,506	X \$ 1,200	=	\$ 3,007.20
Secondary Tiered Paid	#	-	X \$ -	=	\$ -
Reduced-Price	#	3,043	X \$ 0.300	=	\$ 912.90
Adult Paid	#	-	X \$ 1,000	=	\$ -
A la Carte Sales	#	-	X \$ 1,000	=	\$ -
Subtotal Breakfasts	#	11,456			\$ 11,008.50
LUNCHES:					
Elementary Paid	#	19,869	X \$ 2,450	=	\$ 48,679.05
Elementary Tiered Paid	#	-	X \$ -	=	\$ -
Middle Paid	#	-	X \$ -	=	\$ -
Middle Tiered Paid	#	-	X \$ -	=	\$ -
Secondary Paid	#	31,862	X \$ 2,700	=	\$ 86,027.40
Secondary Tiered Paid	#	-	X \$ -	=	\$ -
Reduced-Price	#	12,530	X \$ 0.400	=	\$ 5,012.00
Adult	#	18,437	X \$ 1,000	=	\$ 18,437.00
A la Carte Sales	#	124,942	X \$ 1,000	=	\$ 124,942.00
Subtotal Lunches	#	207,640			\$ 283,097.45
SNACKS/SUPPLEMENTS					
Paid	#	-	X \$ -	=	\$ -
Reduced-Price	#	-	X \$ -	=	\$ -
Adult	#	-	X \$ -	=	\$ -
A la Carte Sales	#	-	X \$ -	=	\$ -
Subtotal Snacks/Supplements	#	-			\$ -
OTHER:					
Special Milk					\$ -
Vending Machine Sales/Concession					\$ -
Special Functions					\$ 5,191.00
Subtotal Other					\$ 5,191.00
Total "IN-SCHOOL" Revenue	#	219,096			\$ 299,296.95
Section 2 - FEDERAL REIMBURSEMENTS					
To Be Completed By SFA (include SSO Reimbursements, if applicable)					
BREAKFASTS:		MEALS	RATES		
Paid	#	8,413	X \$ 0.2800	=	\$ 2,355.64
Free	#	-	X \$ -	=	\$ -
Free, Severe Need	#	32,757	X \$ 1.9300	=	\$ 63,221.01
Reduced	#	-	X \$ -	=	\$ -
Reduced, Severe Need	#	3,043	X \$ 1.6300	=	\$ 4,960.09
Subtotal Breakfasts	#	44,213			\$ 70,536.74
HIGH RATE LUNCHES:					
Paid	#	-	X \$ -	=	\$ -
Free	#	-	X \$ -	=	\$ -
Reduced	#	-	X \$ -	=	\$ -
Subtotal High Rate Lunches	#	-			\$ -
LOW RATE LUNCHES:					
Paid	#	51,731	X \$ 0.2800	=	\$ 14,484.68
Free	#	71,600	X \$ 2.9800	=	\$ 213,368.00
Reduced	#	12,530	X \$ 2.5800	=	\$ 32,327.40
Subtotal Low Rate Lunches	#	135,861			\$ 260,180.08
SNACKS/SUPPLEMENTS:					
Paid	#	-	X \$ -	=	\$ -
Free	#	-	X \$ -	=	\$ -
Reduced	#	-	X \$ -	=	\$ -
Subtotal Snacks/Supplements	#	-			\$ -
SPECIAL MILK					
Paid	#	-	X \$ -	=	\$ -
Free	#	-	X \$ -	=	\$ -
Subtotal Special Milk	#	-			\$ -
Performance Based Reimbursement (if certified)					
Lunches	#	135,861	X \$ 0.0600	=	\$ 8,151.66
Total Federal Reimbursement	#	180,074			\$ 338,868.48
Section 3 - STATE REIMBURSEMENTS					
To Be Completed By SFA (include SSO Reimbursements, if applicable)					
BREAKFASTS:		MEALS	RATES		
Paid	#	8,413	X \$ 0.1000	=	\$ 841.30
Free	#	-	X \$ -	=	\$ -
Free, Severe need	#	32,757	X \$ 0.1000	=	\$ 3,275.70
Reduced	#	-	X \$ -	=	\$ -
Reduced, Severe Need	#	3,043	X \$ 0.1000	=	\$ 304.30
Subtotal Breakfasts	#	44,213			\$ 4,421.30
LUNCHES:					
Paid	#	51,731	X \$ 0.1000	=	\$ 5,173.10
Free	#	71,600	X \$ 0.1000	=	\$ 7,160.00
Reduced	#	12,530	X \$ 0.1000	=	\$ 1,253.00
Additional amount for Lunch if Breakfast participation <=20%	#	61,218	X \$ 0.0200	=	\$ 1,224.36
Additional amount for Lunch if Breakfast participation >20%	#	74,643	X \$ 0.0400	=	\$ 2,985.72
Subtotal Lunches	#	135,861			\$ 17,796.18
Total State Reimbursement	#	180,074			\$ 22,217.48

SUMMARY:		
Total "IN-SCHOOL" Revenue		\$ 299,296.95
Total All Reimbursements		\$ 361,085.96
Other Income (catering, pre-packaged meals sold to outside schools)		\$ 2,511.00
Interest Income		\$ -
Total Revenue		\$ 662,893.91
Commodity Usage @ \$0.2475 Per Reimbursable Lunches:	135,861	\$ (33,625.60)

Section 4 - FSMC EXPENSES		
To be completed by FSMC		
	TOTAL COST	COST/MEAL (Only if Fixed Price Contract)
EXPENSES:		
Food Cost-Including Commodities*	\$ 309,211.64	\$ 1.3634
Enter the amounts of food and milk purchased and received. Include the Commodity Distribution Assessment Fee, Commodity Value and Bonus Commodity Value (Do not include rebates, discounts and credits)		
Commodity Delivery Charge*	\$ 1,800.00	\$ 0.0081
Direct Labor* (Enter the gross amount for salaries & wages of FSMC foodservice workers)	\$ 35,844.00	\$ 0.1606
Direct Fringe Benefit* (Enter the amount for benefits of FSMC foodservice workers)	\$ 8,759.23	\$ 0.0393
Direct Costs*	\$ 33,531.27	\$ 0.1489
Enter the cost for nonfood items, such as paper goods, supplies, equipment repairs, etc. Include other costs, such as catering, pre-packaged meals sold to outside schools and costs included in the RFP by the SFA.		
Administrative Fee* (Flat Fee Price Per Meal Both)	\$ 12,277.44	\$ 0.0550
___ 10 months or ___ 12 months		
Enter the fee that will be charged to administer the program		
FSMC Management Fee* (Flat Fee Price Per Meal Both)	\$ 10,231.20	\$ 0.0458
___ 10 months or ___ 12 months		
Enter the fee that will be charged to manage the program		
Sub-total Expenses/Total Cost Per Meal	\$ 411,654.78	\$ 1.8211
Less Rebates, Discounts and Applicable Credits	\$ 15,635.65	\$ (0.0701)
SUMMARY		
Total Revenue	\$ 662,893.91	
Total Cost	\$ 362,393.54	
Guarantee to SFA**	\$ (42,018.00)	\$ 1.75
Subtotal - School Nutrition Program Profit or (Loss)		
		\$ 300,498.62

*All items must be itemized in full detail on the FSMC NSLP Budget Summary (Attachment 5c). Documentation must be provided outlining all methodologies used to calculate the Administrative and Management Fees.

**Guarantee to SFA - Documentation must be provided outlining all formulas, methodologies and contingencies.

1 - Documentation must be provided outlining the total number of meals.

2 - Total Cost/Meal for Fixed Price Contracts would be the total cost per meal less Rebates, Discounts and Applicable Credits multiplied by the number of meals less Commodity Usage.

Section 5 - SFA EXPENSES		
To be completed by SFA		
	TOTAL COST	
EXPENSES:		
Direct Labor*** (Enter the gross amount for salaries & wages of SFA foodservice workers)	\$ 239,568.56	
Direct Fringe Benefit*** (Enter the amount for benefits of SFA foodservice workers)	\$ 91,649.85	
Direct Costs***	\$ 11,300.00	
Utilities, trash removal, etc.		
Indirect Costs***	\$ -	
Administration, payroll processing, etc.		
Sub-total Expenses	\$ 342,518.40	
School Nutrition Program Profit or (Loss)		\$ (42,019.78)

***All items must be itemized in full detail on the SFA NSLP Budget Summary (Attachment 5d).

REVISION OF SCHOOL BOARD POLICY 227: Controlled Substances

227. CONTROLLED SUBSTANCES/PARAPHERNALIA	
1. Purpose	The Board recognizes that the abuse of controlled substances is a serious problem with legal, physical and social implications for the whole school community. As an educational institution, the schools shall strive to prevent abuse of controlled substances.
2. Definitions 35 P.S. Sec. 780-102 21 U.S.C. Sec. 812 Pol. 210	<p>For purposes of this policy, controlled substances shall include all:</p> <ol style="list-style-type: none"> 1. Controlled substances prohibited by federal and state law. 2. Look-alike drugs. 3. Alcoholic beverages. 4. Anabolic steroids. 5. Drug paraphernalia. 6. Any volatile solvents or inhalants, such as but not limited to glue and aerosol products. 7. Prescription or patent drugs, except those for which permission for use in school has been granted pursuant to Board policy. <p>For purposes of this policy, under the influence shall include any consumption or ingestion of controlled substances by a student.</p>
3. Authority SC 510, 511 Title 22 Sec. 12.3 Pol. 218 Pol. 122, 123	<p>The Board prohibits students from using, possessing, distributing, and being under the influence of any controlled substances during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities.</p> <p>The Board may require participation in drug counseling, rehabilitation, testing or other programs as a condition of reinstatement into the school's educational, extracurricular or athletic programs resulting from violations of this policy.</p> <p><u>Off-Campus Activities</u></p> <p>This policy shall also apply to student conduct that occurs off school property and would violate the Code of Student Conduct if:</p> <ol style="list-style-type: none"> 1. There is a nexus between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities. 2. The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities. 3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school. 4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, such as an agreement to complete a transaction outside of school that would violate the Code of Student Conduct. 5. The conduct involves the theft or vandalism of school property.
4. Delegation of Responsibility 42 Pa. C.S.A. Sec. 8337 Pol. 218, 233	<p>The Superintendent or designee shall develop administrative regulations to identify and control substance abuse in the schools which:</p> <ol style="list-style-type: none"> 1. Establish procedures to deal with students suspected of using, possessing, being under the influence, or distributing controlled substances in school, up to and including expulsion and referral for prosecution. 2. Disseminate to students, parents/guardians and staff the Board policy and administrative regulations governing student abuse of controlled substances. 3. Provide education concerning the dangers of abusing controlled substances. 4. Establish procedures for education and readmission to school of students convicted of offenses involving controlled substances.
SC 1303-A	Incidents of possession, use and sale of controlled substances by any person on school property shall be reported to the Office of Safe Schools on the required form at least once each year.
5. Guidelines	<p>In all cases involving students and controlled substances, the need to protect the school community from undue harm and exposure to drugs shall be recognized.</p> <p>No student may be admitted to a program that seeks to identify and rehabilitate the potential abuser without the intelligent, voluntary and aware consent of the student and parent/guardian.</p> <p><u>Anabolic Steroids and Human Growth Hormone (HGH)</u></p>
35 P.S. Sec. 807.1	The Board prohibits the use of anabolic steroids and Human Growth Hormone (HGH) by students involved in school-related athletics, except for a valid medical purpose. Body building and muscle enhancement of athletic ability are not valid medical purposes. Human Growth Hormone (HGH) shall not be included as an anabolic steroid.

35 P.S. Sec. 807.2 Pol. 233	Students shall be made aware of the dangers of steroid and Human Growth Hormone (HGH) use; that anabolic steroids and Human Growth Hormone (HGH) are classified as controlled substances; and that their use, unauthorized possession, purchase, or sale could subject students to suspension, expulsion and/ or criminal prosecution.
35 P.S. Sec. 807.3	<p>The following minimum penalties are prescribed for any student athlete found in violation of the prohibited use of anabolic steroids and/or Human Growth Hormone (HGH):</p> <ol style="list-style-type: none"> 1. For a first violation, suspension from school athletics for the remainder of the season. 2. For a second violation, suspension from school athletics for the remainder of the season and for the following season. 3. For a third violation, permanent suspension from school athletics. <p>No student shall be eligible to resume participation in school athletics unless a medical determination has been submitted, verifying that no residual evidence of steroids exists.</p> <p><u>Reasonable Suspicion/Testing</u></p> <p>If based on the student's behavior, medical symptoms, vital signs or other observable factors, the building principal or school official has reasonable suspicion that the student is under the influence of a controlled substance, the student may be required to submit to drug or alcohol testing. The testing may include but is not limited to the analysis of blood, urine, saliva, or the administration of a Breathalyzer test.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 510, 511, 1303-A State Board of Education Regulations – 22 PA Code Sec. 12.3, 403.1 PA Controlled Substance, Drug, Device and Cosmetic Act – 35 P.S. Sec. 780-101 et seq. Steroids – 35 P.S. Sec. 807.1 et seq. PA Civil Immunity of School Officers/Employees Relating to Drug or Alcohol Abuse – 42 Pa. C.S.A. Sec. 8337 No Child Left Behind Act – 20 U.S.C. Sec. 7114, 7161 Controlled Substances Act – 21 U.S.C. Sec. 801 et seq. Board Policy – 000, 122, 123, 210, 218, 233</p>