



**Apollo-Ridge School Board Legislative Meeting**  
 Apollo-Ridge High School Community Room  
 Monday, February 24, 2014, 6:30 p.m.

**MINUTES**

**I. Call Meeting to Order**

The meeting was called to order by Board President, Mr. Gregory Primm, at 6:35 p.m. Ms. 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, Mr. Paul King, Mr. Gregory Primm, Mrs. Susan Wenckowski

**Board Members Absent:** Mrs. Sharon Jaworskyj, Mr. Dan Obriot, Mr. Forrest Schultz

**Administrators Present:** Dr. Matthew Curci  
Mrs. Sarah Backus

**Administrators Absent:** Not required to attend

**Guests:** Mrs. Sandra Cecchini, A-REA Representative  
Mrs. Deb Carnahan  
Mrs. Regina Lierrman  
Ms. Julie Martin – Indiana Gazette  
Mr. Braden Ashe – Valley News Dispatch

**Solicitor:** Mr. Matthew Hoffman, Esq.

**IV. Approval of Meeting Minutes: Monday, January 27, 2014**

**It was moved by Mr. Paul King and seconded by Mr. Rick Fetterman** to approve the meeting minutes from the January 27, 2014 Legislative Meeting.

Voice vote by acclamation. Minutes approved.

**V. Meetings from the Previous Month**

Committee Meeting Tuesday, January 21, 2014 (6:27 p.m. – 6:47 p.m.)

Executive Session Tuesday, January 21, 2014 (6:50 p.m. – 8:47 p.m.)

Personnel / Legal

Legislative Meeting Monday, January 27, 2014 (6:38 p.m. – 7:36 p.m.)

Executive Session Monday, January 27, 2014 (7:47 p.m. – 8:00 p.m.)

Personnel / Legal

**VI. Board and Superintendent Reports**

A. Lenape Vocational-Technical School (Mrs. Susan Wenckowski/Mrs. Sharon Jaworskyj)

B. ARIN Intermediate Unit #28 (Mrs. Susan Wenckowski)

C. Legislation (Mr. Rick Fetterman)

## D. Apollo-Ridge Education Foundation (Mrs. Sharon Jaworskyj)

- The Special Events Committee continues planning for the May 10 Learning Festival and the November 8 wine tasting / silent auction gala event. Donations of auction items for both events are being accepted.

## E. Superintendent Report (Dr. Matthew Curci)

- Safe Schools Targeted Grant – Awarded \$25,000
- Kindergarten Registration – March 5 and 12
- Spring Musical: Cinderella – March 6-8 / Princess Boutique Prior to the March 7 Performance
- Booster Clubs
- Transportation – GPS Systems & New Legislation
- Budget Busters: \$108,647
- REVISED Master Calendar / Snow Make-Up Dates
  - Make-Up Dates: February 17, April 14-17
  - May 23 was last make-up date – it is now necessary to add on to the end of the school year
- STUDENT ACCOLADES
  - Leigha Coleman/Lexi Martin – Kiski Township Sign Project
  - Megan Bonelli – Playing for Bratwurst
  - Lions Club Students of the Month
    - Kaitlyn Sciuillo and Megan Paiano
  - District Band – 2 Students Move on to Region Band
    - Rachel Sproat – Flute and Angelina Acevedo - Clarinet
  - Math Counts – Team Award
    - Megan Ost, Daniel Johnson, Brianna Hodak, and Breanna Murray finished in 3rd place in the team competition at Grove City on February 8
  - Megan Tipton – Lions Club District 14N Peace Poster Contest
  - Alex Smith – Valley News Spotlight Athlete of the Week
  - Boys/Girls Basketball Programs
- Important Dates/Upcoming Events
  - 02/24 Middle School Book Fair through 02/28
  - 02/26 Apollo Idol Auditions
  - 02/26 Market Day Distribution 4:00-5:00 PM
  - 02/27 Youth Leadership Conference - IUP
  - 02/28 Mid-Quarter 3<sup>rd</sup> Grading Period
  - 02/28 PTA Reflections Program – Elementary 7:00 PM

## F. Student Council (Mr. Andrew Jones)

- Blood drive – March 14 from 8 AM – 1:30 PM
  - Contact Andrew Jones (ext. 1301) or Kelly Shoop ext. 1102 to register
- Apollo Idol – Friday, March 21
  - Fund Raiser for the Prom – tickets are \$5 at the door

## VII. RESOLUTIONS

A. Finance**Resolution A-1**

**It was moved by Mr. Rick Fetterman and seconded by Mrs. Susan Wenckowski** that the Apollo-Ridge Board approves payment of District Bills for the period January 23, 2014 through February 19, 2014 in the amount of \$443,805.40, and the Treasurer's Report for January 2014.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution A-2**

**It was moved by Mr. Rick Fetterman and seconded by Mr. Jim Ferguson** that the Apollo-Ridge Board approves the audit for fiscal year ending June 30, 2013, as presented.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution A-3**

**It was moved by Mr. Dominick Duso and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves the agreement with the Apollo Area Little League for facilities use as marked Exhibit A-3.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution A-4**

**It was moved by Mr. Jim Ferguson and seconded by Mrs. Susan Wenckowski** that the Apollo-Ridge Board authorizes the District to continue participation in the Western Pennsylvania Natural Gas Consortium for the purchase of natural gas for up to a three year term commencing with service after the final meter read date in August 2015. Final basis (transportation) price will be below current rate and will be determined from competitive quotes.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**B. Personnel****Resolution B-1**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Paul King** that the Apollo-Ridge Board approves unpaid leaves as marked Exhibit B-1.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution B-2**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board accepts the resignation of Mr. August Manifest, assistant track coach, effective February 2, 2014.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution B-3**

**It was moved by Mr. Dominick Duso and seconded by Mr. Paul King** that the Apollo-Ridge Board accepts the resignation of Mrs. Jamie Biller, Senior Class Sponsor, effective February 11, 2014.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution B-4**

**It was moved by Mr. Jim Ferguson and seconded by Mrs. Susan Wenckowski** that the Apollo-Ridge Board approves supplemental contracts as marked Exhibit B-4.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution B-5**

**It was moved by Mr. Rick Fetterman and seconded by Mr. Jim Ferguson** that the Apollo-Ridge Board accepts the resignation of Mr. Daniel Venturini, custodian, effective February 3, 2014.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution B-6**

**It was moved by Mr. Paul King and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves Ms. Amanda Kraemer, Pittsburgh, as a long-term sub – elementary learning support, effective on or about March 21, 2014, through June 5, 2014 (or the last day of the 2013-2014 school year), with salary (1<sup>st</sup> Step of the Bachelor's Pay Scale, pro-rated) and benefits per the Apollo-Ridge Education Association Agreement, pending receipt of valid Acts 34, 114, and 151 clearances.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution B-7**

**It was moved by Mr. Paul King and seconded by Mr. Jim Ferguson** that the Apollo-Ridge Board approves sabbatical leave #SL021314, effective February 12, 2014, for the equivalent of one semester.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution B-8**

**It was moved by Mr. Paul King and seconded by Mr. Jim Ferguson** that the Apollo-Ridge Board approves Ms. Brielle Leinweber, Kittanning, as a long-term sub – secondary Family & Consumer Science teacher, effective February 10, 2014, through June 5, 2014 (or the last day of the 2013-2014 school year), with salary (1<sup>st</sup> Step of the Bachelor's Pay Scale, pro-rated) and benefits per the Apollo-Ridge Education Association Agreement, pending receipt of valid Acts 34, 114, and 151 clearances.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution B-9**

**It was moved by Mr. Paul King and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board accepts the resignation of Mr. Marvin Geer, custodian, effective February 16, 2014.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed:** 6-0

**Resolution B-10**

**It was moved by Mr. Dominick Duso and seconded by Mrs. Susan Wenckowski** that the Apollo-Ridge Board authorizes the retention of Ms. Kathryn Niebel, Allison Park, to provide athletic trainer services on an as-needed basis during the 2013-2014 spring sports season, as determined by the Superintendent, effective February 24, 2014, at a per event rate of \$115, pending receipt of valid Acts 34, 114, and 151 clearances.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution B-11**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Paul King** that the Apollo-Ridge Board authorizes the retention of Mr. Will Jones, New Kensington, to provide athletic trainer services on an as-needed basis during the 2013-2014 spring sports season, as determined by the Superintendent, effective February 24, 2014, at a per event rate of \$115, pending receipt of valid Acts 34, 114, and 151 clearances.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**C. Curriculum****Resolution C-1**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Paul King** that the Apollo-Ridge Board approves the revised 2013-2014 Master Calendar as marked Exhibit C-1.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution C-2**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves continued participation in the ARIN Pregnant & Parenting Teen Program at an annual cost of \$900.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**D. Student Activities****Resolution D-1**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves field trips as marked Exhibit D-1.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution D-2**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves the Apollo-Ridge High School Program of Studies for the 2014-2015 school year as marked Exhibit D-2.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution D-3**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Dominick Duso** that the Apollo-Ridge Board approves the Apollo-Ridge Middle School Program of Studies for the 2014-2015 school year as marked Exhibit D-3.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**E. Student Transportation****F. Facilities and Property Services****G. Food and Nutrition Services****H. Legislation – Board Policy****Resolution H-1**

**It was moved by Mr. Paul King and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves the second reading of revised Board Policy 220: Student Expression – Distribution and Posting of Materials, as marked Exhibit H-1.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Voting No:** None

**Motion Passed: 6-0**

**Resolution H-2**

**It was moved by Mr. Jim Ferguson and seconded by Mr. Rick Fetterman** that the Apollo-Ridge Board approves the second reading of revised Board Policy 339: Uncompensated Leave, as marked Exhibit H-2.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm  
**Voting No:** None

**Motion Passed: 6-0**

**Resolution H-3**

**It was moved by Mr. Jim Ferguson and seconded by Mrs. Susan Wenckowski** that the Apollo-Ridge Board approves the second reading of revised Board Policy 913: Nonschool Organizations/Groups/Individuals, as marked Exhibit H-3.

**ROLL CALL VOTE**

**Voting Yes:** Mr. Dominick Duso, Mr. Jim Ferguson, Mr. Rick Fetterman,  
Mr. Paul King, Mrs. Susan Wenckowski, Mr. Gregory Primm  
**Voting No:** None

**Motion Passed: 6-0**

**VIII. Hearing of the General Public**

**IX. Old Business**

**X. Adjournment**

**It was moved by Mr. Paul King and seconded by Mr. Dominick Duso** to adjourn.

Voice vote by acclamation. Meeting adjourned at 7:10 p.m.

Respectfully submitted,

Mrs. Jennie L. Ivory  
Board Secretary

**NEXT MEETING DATES:**

Monday, March 17, 2014 – Committee Meeting  
Monday, March 24, 2014 – Legislative Meeting



## LITTLE LEAGUE AGREEMENT

### LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 24<sup>th</sup> day of February 2014, by and between the APOLLO RIDGE SCHOOL DISTRICT ("District"), a political subdivision of the Commonwealth of Pennsylvania having its principal administrative offices at Box 219, Spring Church, Pennsylvania, 15686, and APOLLO-KISKI LITTLE LEAGUE (formerly known as Apollo Area Lions Little League) ("Lessee"), a nonprofit, unincorporated association having its principal place of business in Apollo, Pennsylvania 15613.

WHEREAS, Lessee desires to lease from the District and the District desires to lease to Lessee certain real property owned by the District for the limited purpose of conducting a Little League baseball program for area youth;

WHEREAS, the District and Lessee desire to establish their respective obligations with respect to the lease of such real property.

NOW, THEREFORE, the District and Lessee, intending to be legally bound hereby, agree as follows:

1. **Termination of Prior Lease.** The District and Lessee are parties to a prior Lease Agreement, dated October 27, 1992, as amended by a Lease Amendment dated March 25, 2013 (collectively, the "Prior Lease"). The District and Lessee mutually agree that the Prior Lease is terminated effective upon the mutual execution of this Lease Agreement. Notwithstanding the foregoing, the provisions of Paragraph 10 (Indemnification) of the Prior Lease shall survive the termination of the Prior Lease.

2. **Demise of Premises.** In consideration of the covenants and subject to the conditions stated herein, the District does hereby demise and lease to Lessee the premises located in Kiskiminetas Township, Armstrong County, Commonwealth of Pennsylvania more particularly described as follows:

An area bounded by a line from state route 56, North 6 degrees, 10 minutes West along the existing fence on the eastern boundary of Owen's Field to the intersection of the northern boundary of the District property, then North 84 degrees, 32 minutes East to the iron rod on the northeast corner of the District property, then South 12 degrees, 43 minutes West for 537.84 feet, then South 88 degrees, 25 minutes West along route 56 to the starting point; containing an existing ball field, parking area and structures.

(Hereinafter referred to as the "Demised Premises").

3. **Term.** The term of this Lease Agreement and of the foregoing demise of the Demised Premises shall commence on February 24, 2014, and expire on August 30, 2023, unless sooner terminated as hereinafter provided.

4. **Rent.** Lessee shall pay to the District as rent for the lease of the Demised Premises the annual sum of One Dollar (\$1.00), payable on or before the first (1st) day of March of each year.

5. **Restricted Use of Demised Premises.** Notwithstanding any other provision of this Lease Agreement, Lessee shall be entitled to use the Demised Premises only for the purposes of, and only during the duration of, Lessee's conduct of (a) tryouts, (b) instructional camps, (c) team practices, (d) league games, and (e) team recognition/awards days in relation to its Little League baseball program. Any other use of the Demised Premises is strictly prohibited without the prior written authorization of the Lessor's Superintendent. The Demised Premises are school property and, as such, are subject to all policies of the Apollo-Ridge School District, including those prohibiting the use of tobacco or the possession of alcohol, non-prescribed controlled substances and weapons.

6. **Termination**

(a) This Lease Agreement may be terminated by Lessee at any time, with or without cause, upon written notice to the District.

(b) This Lease Agreement may be terminated by the District during the term of this Lease Agreement without cause upon written notice to the Lessee, provided that, if such notice of termination is not provided to Lessee prior to April 1, the effective date of such termination shall not be sooner than August 15 of the same calendar year unless earlier terminated by the District for cause or by Lessee.

(c) In the event Lessee shall default in any provision of this Lease Agreement, the District shall provide Lessee with written notice of such default and, if Lessee fails to remedy such default within fifteen (15) days, the District may terminate this Lease Agreement immediately upon written notice thereof. Notwithstanding the foregoing, Lessee's use of the premises in violation of Paragraph 5 of this Lease Agreement shall constitute cause for the immediate termination of this Lease Agreement.

(d) This Lease Agreement shall terminate immediately upon the sale or transfer of the District's fee simple interests in the Demised Premises to a third party.

(e) In the event that all or a part of the Demised Premises shall be condemned, this Lease Agreement shall be considered terminated as to that portion of the Demised Premises taken or condemned and Lessee shall not be entitled to any portion of the compensation received by the District for the property taken or condemned.

7. **Improvements.** The Lessee shall not construct any building, fixture or improvement upon the Demised Premises, shall not construct any addition or renovation of existing improvements upon the Demised Premises, or construct or perform any physical alteration of the Demised Premises without the prior written consent of the District. Any existing buildings, fixtures and improvements and any subsequently constructed buildings, fixtures and improvements shall not be removed by Lessee from the Demised Premises upon the termination or expiration of this Lease Agreement, but, rather, such buildings, fixtures and improvements shall be considered as fixtures to the Demised Premises and become the property of the District.

8. **Maintenance.** The Lessee shall be responsible for the improvement, maintenance and repair of the Demised Premises and any buildings, fixtures and improvements thereupon necessary for the Lessee's enjoyment and use of the Demised Premises in connection with the conduct of Lessee's Little League program. Lessee covenants to keep the existing and any subsequently constructed buildings and improvements in good condition and repair. The District shall not have any obligation or duty to improve, maintain or repair the Demised Premises for the benefit or use of Lessee.

9. **Damage to the Demised Premises.** In the event of any damage to the Demised Premises or any other property or equipment of the District caused in whole or in part by the Lessee, its staff, program participants, invitees or others involved in the Little League program, the Lessee shall promptly notify the District of the damage or loss. Upon notification of such damage or loss, the District, at its option, may (i) direct the Lessee to repair or remedy the damage or loss at the Lessee's direct expense, or (ii) repair or remedy the damage or loss and invoice the Lessee for the cost thereof which invoice shall be payable by the Lessee within thirty (30) days thereof.

10. **Insurance.** During the term of this Agreement, Lessee shall maintain in full force and effect comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for bodily injury and property damage. On or before March 1<sup>st</sup> of each calendar year during the term of this agreement, Lessee shall provide the District with a certificate of insurance which identifies the District as an "additional insured" under Lessee's general liability insurance and provides the District with thirty (30) days' notice of any alteration or cancellation of such policy. Such policy shall provide coverage to the District on a primary basis and applied before any other insurance carried by the District. Any deductible under these policies applicable to any claim against the District shall be the responsibility of Lessee. Such insurance shall be written on an "occurrence" basis.

11. **Indemnification.** Lessee shall defend, indemnify, hold free and save harmless the District from any loss, actions, demands, suits, judgments and claims of any kind, including any expense, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to any acts or omissions of the Lessee, and its officers, employees, agents, representatives or invitees, in the conduct and operation of its Little League program and/or Lessee's use of the Demised Premises or any breach of Lessee's obligations under this Lease Agreement.

12. **No Assignment.** This Lease Agreement, and Lessee's rights and obligations hereunder, may not be assigned or sublet to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of the members of the Board of School Directors of the District.

13. **Non-Waiver.** No consent or waiver, express or implied, by either party to this Lease Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by the other party hereunder. Failure on the part of any party hereto to complain of any act or failure to at of the other patty or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

14. **Entire Agreement.** This Lease Agreement embodies the entire understanding between the parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. Neither party is relying upon any representation or promise not set forth in this Lease Agreement. No change, alteration or modification hereof may be made except in writing signed by the parties hereto and subject to the ratification of the same by recorded vote of a majority of the members of the Board of School Directors of the District.

15. **Construction.** The District and Lessee agree that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any party hereto as a result of the preparation and negotiation of this Agreement.

WHEREFORE, in witness whereof, the parties hereto have set their hands and seals the day and year aforesaid.

Attest:

APOLLO RIDGE SCHOOL DISTRICT

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
President, Board of School Directors

Attest:

APOLLO-KISKI LITTLE LEAGUE

\_\_\_\_\_

\_\_\_\_\_

## UNPAID LEAVES

IDENTIFIER	DATES	REASON
UNP021414	02.14.2014 – ½ day	Personal
UNP032114	On/about 03.21.14 – on/about 06.05.14	FMLA
UNP021014	02.11.2014 – 02.12.2014	Personal

## EXHIBIT B-4

## SUPPLEMENTAL CONTRACTS

<b>NAME</b>	<b>ADDRESS</b>	<b>SPORT</b>
Ms. Desiree Syster	Clymer	Assistant Coach – Track
Mr. Andrew Jones	West Leechburg	Sr. Class Co-Sponsor
Ms. Emily Jones	West Leechburg	Sr. Class Co-Sponsor
Ms. Kelly Shoop	McGrann	Sr. Class Co-Sponsor

**Pending receipt of valid Act 34, 114, and 151 clearances**

2013-2014 MASTER CALENDAR  
Revised

APOLLO-RIDGE SCHOOL DISTRICT  
2013-2014 Master Calendar

JULY

Thu-4: July 4 Holiday

AUGUST

CLERICAL DAY: Can be taken any time beginning 8/12

Wednesday-21: In-Service Day

Thursday-22: In-Service Day

Monday-26: First Student Day

SEPTEMBER

Monday-2: Labor Day-No School

Tuesday-10: Open House Grades K,2&4

Thursday-12: Open House Grades 1,3,5

Wednesday-18: Open House Middle School

Wednesday-25: Open House High School

OCTOBER

Friday-11: Act 80 Day-Conferences

Monday-14: Columbus Day-In-Service

Wednesday-30: End 1st Grading Period

NOVEMBER

Monday-11: Veterans Day - No School

November 28-29: Thanksgiving Break

DECEMBER

December 2: Thanksgiving Break

December 24-31: Winter Break

JANUARY

January 1: Winter Break - No School

Friday-17: End 2nd Grading Period

Monday-20: In-Service Day - No School

FEBRUARY

MARCH

Monday-31: End 3rd Grading Period

APRIL

Friday-18: Spring Break - No School

Monday-21: Spring Break - No School

MAY

Monday-26: Memorial Day - No School

JUNE

Thursday-5: Last Student Day

CLERICAL DAY: Can be taken any time prior to June 27

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	19	20	I	I	23	24
	25	⇒	27	28	29	30	31

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

8 Teacher 5 Student

20 Teacher 20 Student

October	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	80	12
	13	I	15	16	17	18	19
	20	21	22	23	24	X	26
	27	28	29	GP	31		

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	27	H	H	

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

18 Teacher 18 Student

15 Teacher 15 Student

January	S	M	T	W	T	F	S
				H	2	3	4
	5	6	X	8	9	10	11
	12	13	14	14	16	GP	18
	19	I	21	22	23	24	25
	26	27	X	X	30	31	

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

March	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	GP					

17 Teacher 17 Student

21 Teacher 21 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	H	19
	20	H	22	23	24	25	26
	27	28	29	30			

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	H	27	28	29	30	31

June	S	M	T	W	T	F	S
	1	2	3	4	←	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					

21 Teacher 21 Student

5 Teacher 4 Student

- ⇒ 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 6 Snow Days (Additional snow days will be added to the end of the year as needed)
- I In-Service Graduation will occur in June 2013 - Date will be determined in March
- 80 Act 80 Day\* \*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.
- C Clerical Day
- X Closed - weather or other emergency

## 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>
02.27.2014	High School Students Fello/Lizik Leadership	Youth Leadership Conference Indiana University of PA Indiana	10	\$170 HS Budget	1
03.13.14	PMEA Region II Band Students Varuola Instrumental Music	PMEA Region II Band Festival Leechburg Area High School Leechburg	2	\$390 HS Budget	1
04.25.13	Middle School Chorus Duff Vocal Music Performance	South Shore Retirement Village Splash Lagoon Erie	100	\$120 Chorus Booster	1
05.11.14 - 05.13.14	PJAS Students White Independent Science Research	PJAS State Competition Penn State University State College	5	\$960 Gifted Budget	1
04.10.14	5 <sup>th</sup> Grade Science Wagner Motion and Design	Motion & Design Competition ARIN IU 28 Indiana	8	\$325 ARES Budget	1
05.22.14	First Grade Friday Language Arts/Art/Music/Social Studies	Children's Museum of Pittsburgh Pittsburgh	93	\$837 PTA	1
08.27.14- 08.31.14	Varsity Volleyball Team L. Guercio/B. McCormick Team building/Skills development	Volleyball Tournament Walt Disney Sports Complex Orlando FL	8	\$10,400 Booster Players	0

**Costs include transportation, substitutes, and registration/entry fees**

## EXHIBIT D-2

## HIGH SCHOOL PROGRAM OF STUDIES

Page Number	Area Of Proposed Change	Subject
Page II	District Administration	Mr. Barta's position
Page III	Parent or guardian letter	Updated to reflect Keystone Exams
Page IV	Table of Contents	Page numbers changed
Page 1	Graduation Requirements Cumulative Exams Scheduling Changes Keystone Exam Graduation Requirements	Ninth Grade Humanities rotation added as a required coursework; Pg. 1 New guidelines for awarding credits; Pg. 1 Changed the wording for the first paragraph of section entitled <i>Scheduling Changes</i> ; Pg. 1 Added information for Keystone graduation requirements for the Class of 2017; Pg. 1
Pages 2	Elective Options	Electives added to list: Jazz Band, Sport Education, Theater Arts, Principles of Technology, Calculus
Pages 4, 6, 10	Electives for Pathway	Updated Electives for each Pathway
Page 40	Miscellaneous	Added information about the College Within High School program
Pages 15, 18, 27, 36, 40	New Courses	Advanced Algebra; Pg. 15 Enhanced Biology; Pg. 18 Sport Education; Pg. 27 Jazz Band; Pg. 36 Humanities Rotation; Pg. 40
Page 13	Credit Value	Communications; Pg. 13 Algebra; Pg. 15
Pages 15,16, 21	Description	Updated Course descriptions for: Geometry; Pg. 15 Algebra 2; Pg. 15 Precalculus; Pg. 16 US History 9 Honors; Pg. 21 US History 9; Pg. 21 US History 10; Pg. 21
Pages 26, 27, 28, 34, 39	Descriptions (continued)	Intramural Team Sports; Pg. 26 Strength Training; Pg. 27 Child and Family Studies II; Pg. 34 Math 9,10, 11, 12; Pg. 39
Pages 15, 16, 17, 18, 19, 20, 25, 28, 35	Prerequisites	Geometry; Pg. 15 Algebra 2; Pg. 15 Precalculus; Pg. 16 College Algebra; Pg. 17 Chemistry I; Pg. 18 Advanced Placement Biology; Pg. 19 Physics; Pg. 20 Spanish III; Pg. 25 Spanish IV; Pg. 25 Yearbook (removed the prerequisite of Desktop Publishing); Pg. 28 Jazz/Rock Ensemble; Pg. 35
Pages 15,20,29, 30,33,36	Course Numbers	Course numbers updated for the following courses: Keystone Literature; Pg. 15 Theater Arts; Pg. 16 Calculus; Pg. 16 Keystone 12:Algebra; Pg. 20 General Health & PE; Pg. 29 Intramural Team Sports; Pg. 29 Personal Fitness; Pg. 29 Individual & Lifetime Activites; Pg. 29 Sports Officiating; Pg. 29 Strength Training; Pg. 30 Interval Training; Pg. 30 Senior Seminar; Pg. 33 A-R Inc.; Pg. 36
Page 14	Open to Grades	Grades 11 and 12 can now take Theater Arts.; Pg. 14

The following courses were removed from the course book:

PSSA Reading & Writing 11; PSSA 12 Reading & Writing; PSSA Preparation-Mathematics; PSSA 12: Mathematics; Technology Enhanced Algebra 1; Technology Enhanced Geometry; Pre-Algebra A; Pre-Algebra B; Integrated Mathematics 1; Integrated Mathematics 2

**MIDDLE SCHOOL PROGRAM OF STUDIES**

**TUTORING**

Tutoring is available at the Middle School on Tuesdays and Thursdays from 7:00a.m.-7:30a.m. Students must notify their teacher in advance if they are planning on attending a tutoring session.



## BOARD POLICY 220

<p>1. Purpose Title 22 Sec. 12.9</p> <p>2. Definitions</p> <p>3. Authority Title 22 Sec. 12.9</p>	<p style="text-align: center;">220. STUDENT EXPRESSION/DISTRIBUTION AND POSTING OF MATERIALS</p> <p>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. The Board respects the right of students to express themselves in word or symbol and to distribute and post materials in areas designated for posting as a part of that expression. The Board also recognizes that exercise of that right must be limited by the District's responsibility to maintain an orderly school environment and to protect the rights of all members of the school community.</p> <p>This policy addresses student expression in general and distribution and posting of materials that are not part of District-sponsored activities. Materials sought to be distributed or posted as part of the curricular or extracurricular programs of the District shall be regulated as part of the School District's educational program.</p> <p><b>Distribution</b> - students handing nonschool materials to others on school property or during school-sponsored events; placing upon desks, on or in lockers; or engaging in any other manner of delivery of nonschool materials to others while on school property or during school functions. When e-mail, text messaging or other technological delivery is used as a means of distributing or accessing nonschool materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy. Off-campus or after hours distribution, including technological distribution, that does or is likely to materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights is also covered by this policy.</p> <p><b>Expression</b> - verbal, written or symbolic representation or communication.</p> <p><b>Nonschool materials</b> - any printed or written materials meant for posting or general distribution to others that are not prepared as part of the curricular or extracurricular program of the District, including but not limited to fliers, invitations, announcements, pamphlets, posters, Internet bulletin boards, personal Web Sites and the like.</p> <p><b>Posting</b> - publicly displaying nonschool materials on school property or at school-sponsored events, including but not limited to affixing such materials to walls, doors, bulletin boards, easels, the outside of lockers; on District-sponsored or student Web Sites; through other District-owned technology and the like.</p> <p>Students have the right to express themselves, unless such expression is likely to or does materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on</p>
---	---

<p>SC 511 Title 22 Sec. 12.2, 12.9</p>	<p>school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights.</p> <p>Student expression that occurs on school property or at school-sponsored events is fully governed by this policy. In addition, off-campus or after hours expression is governed by this policy if the student expression does or is likely to materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions.</p>
<p>SC 510 Title 22 Sec. 12.9</p>	<p>The Board shall require that distribution and posting of nonschool materials occur only at the places and during the times set forth in written administrative regulations. Such regulations or procedures shall be written to permit the orderly operation of schools, while recognizing the rights of students to engage in protected expression.</p>
<p>Title 22 Sec. 12.9</p>	<p><u>Freedom of Expression</u></p> <p>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 regulations of the authority in charge of those facilities.</p> <p>Students have the responsibility to obey laws governing libel and obscenity and to be aware of the full meaning of their expression.</p>
<p>Title 22 Sec. 12.9</p>	<p><u>Bulletin Boards</u></p> <p>Bulletin board space should be provided for the use of students and student organizations. School authorities may restrict the use of certain bulletin boards.</p> <p>It is required 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.</p>
<p>Title 22 Sec. 12.9</p>	<p><u>School Newspaper and Publications</u></p> <p>Students have a right and are as free as editors of other newspapers to report the news and to editorialize.</p> <p>School officials 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.</p> <p>School officials may not censor or restrict material simply because it is critical of the school or its administration.</p> <p>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 elapses without a decision, the material shall be considered authorized for distribution.</p>

<p>Title 22 Sec. 12.9</p>	<p>Students who are not members of the newspaper staff shall have access to its pages. Written criteria for submission of material by nonstaff members shall be developed and distributed to all students.</p> <p><u>Distribution of Nonschool Materials</u></p> <p>School officials may set forth the time and place of distribution so that distribution will not materially or substantially interfere with the requirements of appropriate discipline in the operation of the school.</p> <p>A proper time and place set for distribution shall allow the students the opportunity to reach fellow students; provided however, the distribution of nonschool materials within the classroom during instructional time is prohibited and the place of the distribution may be restricted to permit the normal flow of traffic within the school and at exterior doors.</p> <p><u>Posting Of Nonschool Materials</u></p> <p>If a school building has an area where individuals are allowed to post nonschool materials, students may post such items as well, if the materials do not constitute unprotected expression.</p> <p>The Board requires that students who wish to post nonschool materials on school property shall submit them one (1) school day in advance of planned posting to the building principal or designee, who shall forward a copy to the Superintendent.</p> <p>If the nonschool materials contain unprotected expression as stated in this policy, the building principal or designee shall notify the students that they may not post the materials because the materials constitute a violation of Board policy.</p> <p>If notice is not given during the period between submission and the time for the planned posting, students may proceed with the planned posting, provided they comply with written administrative regulations or procedures on time, place and manner of posting nonschool materials. If the material subsequently is determined to be unprotected expression, school officials may remove the posting and shall notify the student of such removal.</p> <p>Such materials shall be officially dated, and the district may remove the materials within ten (10) days of the posting or other reasonable time as stated in the administrative regulations or procedures relating to posting.</p>
<p>Title 22 Sec. 12.9</p>	<p><u>Buttons and Badges</u></p> <p>The wearing of buttons, badges or armbands shall be permitted as another form of expression.</p> <p>Students have the responsibility to obey laws governing libel and obscenity and to be aware of the full meaning of their expression.</p> <p><u>Unprotected Student Expression</u></p> <p>The Board reserves the right to designate and prohibit student expression that is likely to or does materially or substantially interfere with school activities, school work, or discipline and order on school property or at</p>

<p>Title 22 Sec. 12.2</p>	<p>school functions including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Libel of any specific person or persons.</li> <li>2. Advocating the use or advertising the availability of any substance or material that may reasonably be believed to constitute a direct and serious danger to the health or welfare of students.</li> <li>3. Using obscene, lewd, vulgar or profane language – whether verbal, written or symbolic.</li> <li>4. Inciting violence; advocating use of force; or encouraging violation of federal, state or municipal law, Board policy or District rules or regulations.</li> <li>5. Threatens serious harm to the school or community or interferes with another's rights.</li> <li>6. Violating written School District administrative regulations or procedures on time, place and manner for posting and distribution of otherwise protected expression.</li> </ol> <p>Spontaneous student expression, which is otherwise protected speech, is not prohibited by this section.</p> <p><u>Discipline for Engaging In Unprotected Expression</u></p> <p>The Board reserves the right to prohibit the posting or distribution of nonschool materials containing unprotected expression and to stop unprotected student expression when it occurs. The Board reserves the right to discipline students for engaging in unprotected expression. Where such expression occurs off-campus and away from school functions, a nexus between the unprotected expression and a substantial and material disruption of the school program must be established.</p> <p><u>Review of Student Expression</u></p> <p>School officials shall not censor or restrict nonschool materials or other student expression because it is critical of the school or its administration, or because the views espoused are unpopular or may make people uncomfortable.</p> <p>Student-initiated religious expression is permissible and shall not be prohibited except as to time, place and manner of distribution, or if the expression involved violates some other part of this policy, e.g., because it is independently determined to be unprotected expression under the standards and definitions of this policy.</p> <p>The review for unprotected expression shall be reasonable and not calculated to delay distribution.</p>
<p>Pol. 219</p> <p>4. Delegation of Responsibility</p>	<p>Appeal of the reviewer's decision may be made to the Superintendent and then to the Board, in accordance with Board policy and District regulations or procedures.</p> <p>The Superintendent shall assist the building principal in determining the designation of the places and times nonschool materials may be distributed in each school building. Such designations may take into account</p>

Pol. 218	<p>maintenance of the flow of student traffic throughout the school and shall limit distribution of nonschool materials to noninstructional times.</p> <p>Disciplinary action may be determined by the administrators for students who distribute or post nonschool materials in violation of this policy and District regulations or procedures, or who continue unprotected expression after a person in authority orders that they desist. Disciplinary actions shall be included in the disciplinary Code of Student Conduct.</p> <p>This Board policy and any administrative regulations or procedures written to implement this policy shall be referenced in student handbooks so that students can access them for further information.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 510, 511</p> <p>State Board of Education Regulations – 22 PA Code Sec. 12.2, 12.9</p> <p>Board Policy – 218, 219</p>
----------	---

**BOARD POLICY 339**

<p>1. Authority  Sec. 1154</p>	<p style="text-align: center;">339. UNCOMPENSATED LEAVE</p> <p>The Board recognizes that in certain situations an administrative, professional or support employee may request extended leave for personal reasons, and the District could benefit from the return of the employee. This policy establishes parameters for granting uncompensated leaves of absence.</p> <p>Uncompensated leave shall be granted in accordance with any applicable collective bargaining agreement, administrative compensation plan, individual employment or Board resolution.</p> <p>Except as provided by any applicable collective bargaining agreement, administrative compensation plan, individual employment agreement or Board resolution, the following conditions shall apply to requests for uncompensated leaves of absence:</p> <ol style="list-style-type: none"> <li>1. Requests for unpaid leaves of absence must be submitted in writing to the Superintendent in advance of the date of requested absence. Such request shall state the reason for which uncompensated leave is requested.</li> <li>2. Employees seeking unpaid leaves of absence first must exhaust all other available and applicable leaves of absence.</li> </ol> <p>The Board reserves the right to specify other conditions under which uncompensated leave may be taken. All applications for uncompensated leave require approval by the Board, upon recommendation of the Superintendent. Requests shall be considered on a case-by-case, nonprecedential basis. The grant or denial of any request shall be at the sole discretion of the Board.</p> <p>References:  School Code – 24 P.S. Sec. 1154, 1182</p>
--	--

### BOARD POLICY 913

<p>1. Purpose</p> <p>2. Definitions</p>	<p style="text-align: center;">913. NONSCHOOL ORGANIZATIONS/GROUPS/INDIVIDUALS</p> <p>Any requests from nonschool organizations, groups or individuals seeking to have students participate in or be informed of the opportunity to participate in nonschool-sponsored activities, awards or scholarships shall be governed by this policy.</p> <p><b>Nonschool organizations, groups or individuals</b> - those entities that are not part of the school program, school-sponsored activities, or organized pursuant to the Pennsylvania School Code or Board policy. When employees or Board members act on behalf of a nonschool organization or group, or on their own behalf, this policy applies to them. Students are governed by a separate policy, Board Policy No. 220, regarding student expression and their distribution and posting of materials.</p> <p><b>Nonschool materials</b> - any printed or written materials prepared by nonschool organizations, groups or individuals for posting or general distribution which are not prepared as a part of the curricular or approved extracurricular programs of the District. This includes such things as fliers, invitations, announcements, pamphlets, posters, Internet bulletin boards, nonschool organization web sites, live broadcasts and the like.</p> <p><b>Distribution</b> - handing nonschool written materials to others on school property or during school-sponsored events; placing upon desks, tables, on or in lockers; or engaging in any other manner of delivery of nonschool written materials to others while on school property or during school functions. When e-mail, text messaging or other technological delivery is used as a means of distributing or accessing nonschool written materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy.</p> <p><b>Posting</b> - publicly displaying nonschool written materials on school property or at school-sponsored events, including but not limited to affixing such materials to walls, doors, bulletin boards, easels, the outside of lockers, on District-sponsored web sites, through other District-owned technology and the like.</p> <p><b>Prohibited activities and materials</b> - activities and materials which are:</p> <ol style="list-style-type: none"> <li>1. Libelous, defamatory, obscene, lewd, vulgar, or profane.</li> <li>2. Violate federal, state or local laws.</li> <li>3. Violate Board policy or District regulations.</li> <li>4. Advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs.</li> </ol>
---	--

<p>3. Authority SC 775 Pol. 707</p> <p>SC 510</p> <p>4. Delegation of Responsibility</p> <p>5. Guidelines</p> <p>Pol. 121</p>	<p>5. Incite violence.</p> <p>6. Advocate use of force or urge violation of federal, state or municipal law, Board policy or District regulations.</p> <p>7. Interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.</p> <p>It is the policy of the Board that District facilities be used in accordance with the guidelines established in Board policy.</p> <p>The Board prohibits staff members from advertising or promoting nonschool organizations, groups or individuals during instructional time or at school-sponsored locations or events not otherwise open to nonschool organizations, groups or individuals.</p> <p>The Superintendent or designee shall be responsible for carrying out the provisions of this policy, unless otherwise specifically noted in this policy.</p> <p>Nonschool Activities/Materials</p> <p>The Board recognizes the social and educational values that may be derived from student participation in various activities sponsored by nonschool organizations, groups or individuals, but specifies that unreasonable demands on the time and energies of students and staff by such entities during school hours, or at school-sponsored activities be prevented.</p> <p>Requests for student participation in nonschool organizations, groups or individually sponsored activities must be made in writing to the Superintendent or designee in accordance with administrative procedures, written announcements and this policy.</p> <p>Activities sponsored by nonschool organizations, groups or individuals may not occur, and nonschool written materials may not be used, during instructional time or school-sponsored activities unless they are of educational value to the school program, they benefit District students or the school community, and they are factually accurate. Prohibited activities or materials may never be used.</p> <p>Use of live broadcasts must be previewed for curricular relevance and age appropriateness by teachers and they must be approved for use at a later time by the building principal.</p> <p>Where the nonschool entity is a for-profit entity that will benefit commercially from an activity or distribution of its material during instructional time, other factors must outweigh the commercial benefit to the nonschool entity; and the Board must approve proposals that would commercially benefit a for-profit entity.</p> <p>A review of any activities or nonschool written materials under this policy shall not discriminate on the basis of content or viewpoint, except that prohibited activities or materials will be rejected, as will any activities or materials that do not comply with Board policy, administrative procedures, or written announcements relating to the proposed nonschool-sponsored activity or materials.</p> <p>Participating students may not leave the School District unless the Board</p>
---	---



policy for field trips has been followed or the Board has granted special permission.

Dissemination/Posting of Literature/Materials

The Board recognizes the role of the schools as an integral part of the community and is aware that the School District can serve as an important manner of communication for various community service agencies.

1. Literature and materials related to programs/events for children sponsored by the School District or school-affiliated groups such as PTA/PTO's, booster organizations and club sports (school-affiliated groups) may be disseminated to students and staff members through the School District.
2. Literature and materials related to programs/events sponsored by nonprofit, community-based organizations whose primary purpose is to provide services and educational, athletic and/or social activities to the District's students and their families (nonaffiliated groups) may be disseminated to students and staff members through the School District. Examples of such organizations include, but are not limited to, local chapters of the Boy and Girl Scouts, community-based athletic associations, and local food banks. Requests by nonaffiliated groups shall be limited to the distribution and/or posting of literature/materials once per school semester.
3. No for-profit advertising, whether direct or indirect, will be approved.
4. The information contained in any literature or materials to be distributed to students must be age-appropriate as determined in the sole discretion of the School District.
5. Literature and materials authorized for dissemination by this policy will be distributed directly to students in the elementary and middle schools only. Within the high schools (grades 9 through 12), literature and materials authorized for dissemination by this policy will be made available through postings and/or by displays in designated areas for a period of two (2) calendar weeks, after which any such literature and materials that remain will be removed and destroyed.
6. All materials for distribution, posting or display must be not more than 8½ inches by 11 inches in size. A maximum of two (2) pages of information will be approved. Submissions may be printed on both sides.
7. In the elementary and middle schools, the District reserves the right to establish the date(s) on which materials will be distributed and to limit the volume of materials to be distributed at any one (1) time. In such event, requests by school-affiliated groups shall receive priority over requests of nonaffiliated groups and, among nonaffiliated groups, requests for distribution will be honored in the order in which they are received. All costs of printing and distribution must be borne by the sponsoring organization.
8. In the high schools (grades 9 through 12), the District reserves the right to establish and/or limit the space devoted to the posting or display of materials and to limit the number of copies of such materials to be displayed. In the event the volume of requests at any one (1) time exceeds space availability, requests by school-affiliated groups shall

<p>Pol. 216</p>	<p>receive priority over requests of nonaffiliated groups and, among nonaffiliated groups, requests for distribution will be honored in the order in which they are received.</p> <p>9. Requests to distribute/post information, accompanied by a sample flyer, must be submitted to the Central Administration Office at least two (2) weeks prior to the distribution/posting date for review for compliance with this policy. Materials approved for distribution or posting must be delivered to the schools not more than five (5) school days, nor less three (3) school days, prior to distribution.</p> <p>Materials approved for distribution in the elementary and middle schools must be bundled in groups of twenty-five (25) and labeled according to family/student counts for dissemination.</p> <p>10. All literature, materials and notices to be distributed/posted through the school must clearly indicate the name and address of the sponsoring organization, the name and phone number of the contact person, and the date and time of the event. Materials cannot imply School District endorsement or sponsorship. If the event is not sponsored by the School District, upon request of the School District, the flyer must clearly indicate that the event is not a school-sponsored activity.</p> <p><u>Fundraising</u></p> <p>Fundraising by nonschool organizations, groups or individuals is prohibited on school property or in the name of the school.</p> <p>Where activities or materials otherwise comply with this policy, administrative procedures and written announcements, fundraising activities may be announced.</p> <p>Directory information regarding students or staff may only be released in accordance with law and Board policy. Directory information for students or staff members will not be released to nonschool organizations, groups or individuals that seek this information for the purpose of fundraising.</p> <p><u>Scholarships/Awards</u></p> <p>The Board is appreciative of the generosity of organizations that offer scholarships or awards to deserving students; but, in accepting such offers, the Board directs that established guidelines be observed.</p> <p>No information, either academic or personal, shall be released from a student's record for the purpose of selecting a scholarship or award winner without the permission of the student who is eighteen (18), or the parents/guardians of a student who is younger, in accordance with the Board's policy on student records.</p> <p>The scholarship or award, and any pertinent restrictions, shall be approved by the Board.</p> <p>All pertinent information regarding the scholarship or award shall be submitted for review by the Superintendent or designee prior to the date on which it is to be presented.</p>
-----------------	---

**TRAVEL SERVICES/FOREIGN TRIPS**

**SOLICITATION AND SALE OF TRAVEL SERVICES FOR FOREIGN TRIPS TO STUDENTS  
MAY BE PERMITTED WITH THE APPROVAL OF THE BOARD.**

**SELLERS OF TRAVEL SERVICES TO STUDENTS MUST MEET THE FOLLOWING  
CRITERIA:**

- 1. BELONG TO AN ASSOCIATION OF CERTIFIED SELLERS OF TRAVEL.**
- 2. PROVIDE PROOF OF INSURANCE.**
3. Submit references.
- 4. PROVIDE PROOF OF A PERFORMANCE BOND.**
- 5. INCLUDE IN ALL INFORMATION PROVIDED TO STUDENTS AND  
PARENTS/GUARDIANS THAT USE OF TOBACCO, ALCOHOL AND CONTROLLED  
SUBSTANCES WILL BE PROHIBITED.**
- 6. INCLUDE IN ALL INFORMATION PROVIDED TO STUDENTS AND  
PARENTS/GUARDIANS THAT THE ACTIVITY IS NOT A SCHOOL-SPONSORED EVENT.**

References:

**SCHOOL CODE – 24 P.S. SEC. 510, 775, 779**

Board Policy – 121, 216, 707