



## Apollo-Ridge School Board Legislative Meeting

Apollo-Ridge High School Community Room  
Monday, May 23, 2016, 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. 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. Jim Ferguson, Mr. Paul King, Mr. Dan Obriot,  
Mrs. Rebecca Ross, Mr. Gregory Primm, Mrs. Susan Wenckowski

**Board Members Absent:** Mr. Dominick Duso, Mr. Rick Fetterman, Mr. Forrest Schultz

**Administrators Present:** Dr. Matthew Curci

**Administrators Absent:** Not required to attend

**Guests:** Mrs. Sandee Cecchini, AREA  
Ms. Sarah Pfel, Leader Times  
Mr. George Guido, Tribune Review

**Solicitor:** Dave Mongillo, Esq.

#### IV. Approval of Legislative Meeting Minutes

Be it resolved that the Apollo-Ridge Board approves the minutes of the Monday, April 25, 2016 Legislative Meeting.

Motion: Mr. King Second: Mr. Obriot

Voice Vote: 6 AYE 0 NAY

#### V. Meetings from the Previous Month

Committee Meeting	Monday, April 18, 2016	(6:35 PM – 7:55 PM)
Executive Session – Personnel, Legal		(7:58 PM – 8:15 PM)
Legislative Meeting	Monday, April 25, 2016	(6:35 PM – 7:04 PM)

#### VI. BOARD AND SUPERINTENDENT REPORTS

- A. Lenape Vocational Technical School (Mr. Paul King)
- B. ARIN Intermediate Unit #28 (Mrs. Susan Wenckowski)
- C. Legislation (Mr. Dan Obriot)
- D. Apollo-Ridge Education Foundation (Mr. Dominick Duso)
  - Learning Festival Wrap Up
  - AREF Turns 20 on June 24, 2016
  - NEXT FOUNDATION MEETING: June 20 @ 5:30 PM
- E. Superintendent Report (Dr. Matthew E. Curci)
  - Senior Exit Interviews – May 26

- STUDENT ACCOLADES
  - National Honor Society Inductees
    - Brianna Bell, Dillon Butz-Retzer, Sarah Crownover, Justin Donelow, Paxton Fetterman, Kristina Frain, Caitlyn Galinac, Andrew Hreha, Allyson Johnson, Abigail Lewis, Rachel Mangan, Danielle McCormick, Jared Primm, Eva Schall, James Shupe, Brian Tamski, Vanessa Van Why
  - Track WPIAL Championships
    - Dillon Butz - 100m and 200m; Breanna Murray - 300m hurdles; Paxton Fetterman - 200m; Ashtyn Baustert - high jump; Jackie Rearick – discus; Megan Bonelli – javelin
  - Indiana County Sports Hall of Fame
    - Scholar Athletes: Mariah Laird and Christian Havens
    - Outstanding Athletes: Duane Brown and Tre Tipton
  - Dancing With the Teachers: Andrew Jones and Danielle McCormick
- STAFF RECOGNITION
  - French Grant – Linda Misja
  - Apollo Area Lions Club Heart of a Lion – Cris Kostiuik
- UPCOMING DATES
  - May 23 - 5th Grade Field Trip
  - May 30 - Kindergarten Registration 724-478-6000, ext. 5001
  - May 25 - ARMS Spring Chorus Concert 7:30PM
  - May 26 - Elementary Track 'n' Field Day
  - May 26 - ARHS Awards Day 8:30AM-10:20AM
  - May 27 - 5th Snow Make-Up Day
  - May 28 - Apollo-Ridge Day at Idlewild & SoakZone!
  - May 30 - Memorial Day Observance - Classes are not in session
  - May 31 - ARES Awards Day
  - May 31 - ARMS Track & Field Day
  - June 2 - Step-Up Day
  - June 3 - Last Student Day (Early Release)
  - June 3 - ARMS Awards Day
    - 8:08AM - Grade 6
    - 8:53AM - Grade 7
    - 9:38AM - Grade 8
  - June 18 - Apollo-Ridge Day at Kennywood

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 April 25, 2016, through May 20, 2016, in the amount of \$416,346.80, and the Treasurer’s Report for April 2016.

**Resolution A-2**

**Be it resolved** that the Apollo-Ridge Board approves the agreement with Community Guidance Center for the 2016-2017 school year as marked Exhibit A-2

**Resolution A-3**

**Be it resolved** that the Apollo-Ridge Board approves the 2016-17 Preliminary General Fund Budget in the amount of \$24,092,210.

**Resolution A-4**

**Be it resolved** that the Apollo-Ridge Board approves the 2016-2017 Lenape Tech School Budget in the amount of \$8,587,135.

**Be it resolved** that the Apollo-Ridge Board approves Finance resolution A-1 through A-4.

- A-1 Payment of District Bills and Treasurer’s Report for April 2016
- A-2 Community Guidance Center Agreement
- A-3 Preliminary General Fund Budget
- A-4 Lenape Tech School Budget

Motion: Mr. Duso Second: Mr. Fetterman

Roll Call: 6 AYE 0 NAY

Motion Passed

**B. Personnel**

**Resolution B-1**

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

**Resolution B-2**

**Be it resolved** that the Apollo-Ridge Board approves subs presented by Source 4 Teachers as marked Exhibit B-2.

**Resolution B-3**

**Be it resolved** that the Apollo-Ridge Board approves non-athletic supplemental contracts as marked Exhibit B-3.

**Resolution B-4**

**Be it resolved** that the Apollo-Ridge Board approves Dr. John L. Kautz, DDS, Apollo, as the Apollo-Ridge School District dentist of record for the 2016-2017 school year.

**Resolution B-5**

**Be it resolved** that the Apollo-Ridge Board approves Dr. Daniel J. Kupas, DO, Apollo, as the Apollo-Ridge School District physician of record for the 2016-2017 school year.

**Resolution B-6**

**Be it resolved** that the Apollo-Ridge Board approves district-hired substitutes as marked Exhibit B-6.

**Resolution B-7**

**Be it resolved** that the Apollo-Ridge Board approves athletic supplemental contracts as marked Exhibit B-7.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Personnel resolutions B-1 through B-7.</p> <p>B-1 Unpaid Leaves  B-2 Source4Teachers Subs  B-3 Supplemental Personnel  B-4 Dentist of Record – Dr. Kautz  B-5 Physician of Record – Dr. Kupas  B-6 District-hired substitutes  B-7 Supplemental Contracts</p>
<p>Motion: Mrs. Wenckowski Second: Mr. King</p> <p>Roll Call: 6 AYE 0 NAY</p> <p>Motion Passed</p>

**C. Curriculum**

**Resolution C-1**

**Be it resolved** that the Apollo-Ridge Board approves the Terms and Conditions of the Project Lead The Way agreement as marked Exhibit C-1.

**Resolution C-2**

**Be it resolved** that the Apollo-Ridge Board approves the agreement with Indiana University of Pennsylvania for dual enrollment services as marked Exhibit C-2.

**Resolution C-3**

**Be it resolved** that the Apollo-Ridge Board approves conference attendance requests as marked Exhibit C-3.

**Resolution C-4**

**Be it resolved** that the Apollo-Ridge Board approves changes to the High School Parent/Student Handbook for 2016-2017 as marked Exhibit C-4.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Curriculum resolutions C-1 through C-4.</p> <p>C-1 Project Lead The Way Terms &amp; Conditions                  C-2 IUP Dual Enrollment Agreement                  C-3 Conference Attendance Requests                  C-4 Parent/Student Handbook Changes.</p>
<p>Motion: Mr. King Second: Mr. Ferguson</p> <p>Roll Call: 6 AYE 0 NAY</p> <p>Motion Passed</p>

**D. Student Activities**

**Resolution D-1**

**Be it resolved** that the Apollo-Ridge Board approves field trip requests as marked exhibit D-1.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Student Activities resolution D-1.</p> <p>D-1 Field Trip Requests</p>
<p>Motion: Mr. Obriot Second: Mrs. Wenckowski</p> <p>Roll Call: 6 AYE 0 NAY</p> <p>Motion Passed</p>

**E. Student Transportation**

**F. Facilities and Property Services**

**G. Food and Nutrition Services**

**H. Legislation – Board Policy**

**Resolution H-1**

**Be it resolved** that the Apollo-Ridge Board approves the student disciplinary agreement for Student A as presented.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Legislation-Board Policy Resolution H-1.</p> <p>H-1 Student disciplinary agreement</p>
<p>Motion: Mr. King Second: Mrs. Wenckowski</p> <p>Roll Call: 6 AYE 0 NAY</p> <p>Motion Passed</p>

**VIII. Hearing of the General Public**

**IX. Old Business**

**X. Adjournment**

Motion to Adjourn

Motion: Mr. King Second: Mr. Ferguson

Voice Vote: 6 AYE 0 NAY

Time: 6:51 PM

EXECUTIVE SESSION

Start: 7:10 PM End: 7:30 PM

**NEXT MEETING DATES:**

COMMITTEE: Monday, June 20, 2016

LEGISLATIVE: Monday June 27, 2016

## AGREEMENT WITH COMMUNITY GUIDANCE CENTER

## LETTER OF AGREEMENT

This agreement is entered into this day of July 1, 2016 by and between the Community Guidance Center and Apollo Ridge School District.

Whereas, in order to facilitate continuity of care, aftercare, and follow-up, as well as timely transfer of patients and records, the agencies mutually agree coordinate care as follows:

1. Accept and/or make referrals for consumers who agree to the referral and who meet the admission criteria of either facility.
2. Make prior arrangements for referrals and forward mutually agreed upon clinical, medical and administrative data at the time of referral in order to ensure continuity of care.
3. Assist, when possible, in the smooth transition of consumers between entities.
4. Provide assessment and recommendations for treatment for individuals accepted for services, if appropriate.
5. Collaborate to develop appropriate treatment plans as needed.
6. Act in a manner to fully protect the rights of all individuals to confidential, professional treatment. Obtain releases of information if individuals consent, so that agencies can communicate necessary information to provide and improve the seamless continuity of care.
7. Treat all interagency communication in the best interests of the clients and in full compliance with all regulations and standards of care and share information only with appropriate signed release forms.
8. Work cooperatively with the staff of each facility.
9. Be available on a reasonable basis to consult with the referring agent as necessary.

The patient shall be responsible for charges incurred at each facility; neither facility shall have any liability to the other for such charges.

Neither party shall discriminate for the provision of services based on ethnic or national origin, race, religion, gender, or disability.

Each party shall have the right to enter into referral and transfer agreements with other written notice. In addition, if either party shall have its license to operate revoked by the state or suspended by a governmental licensing agency, this agreement shall terminate as of the date such action becomes effective.

The parties intend that this Agreement be in compliance with federal and state law and regulation, including, but not limited to, the Medicare or Medicaid fraud and abuse laws and regulations, the Stark II laws and regulations, the Health Information Privacy and Protection Act (HIPPA), the Internal Revenue Service intermediate sanctions laws and regulations and other applicable laws and regulations. However, if this Agreement or the conduct of either party violates such laws and regulations, or impairs the eligibility of either participant in Medicare or Medicaid, either party may give written notice to the other of its intent to require each other to enter into good faith negotiations to restructure and amend the terms and conditions of this Agreement, and the parties shall use their best efforts to restructure and amend the terms and conditions of this Agreement, in order to achieve the least burdensome alternative for the parties that still renders this Agreement in compliance with such requirements and laws.

## EXHIBIT B-1

## UNPAID LEAVE REQUESTS

<b>DATES</b>	<b>LEAVE NUMBER</b>	<b>REASON</b>
May 21, 2016 – June 3, 2016	UNP042516	FMLA
May 16, 2016 – June 3, 2016	UNP051515	Illness
April 28, 2016	UNP042816	Personal
April 29, 2016	UNP042916	Illness
May 1 – May 20, 2016	UNP052016	Illness
May 16, 2016 – May 18, 2018	UNP050416	Intermittent FMLA

## EXHIBIT B-2

## SOURCE 4 TEACHERS SUBS

NAME	CERT 1	CERT 2
Badac, Brett	Special Education	Social Studies
Haugh, Jamie	PK-4	
Kalanavich, Kristen	PK-4	Special Education
Kanish, Breanna	Early Childhood	Special Education
Kenzevich, Katherine	PK-4	Special Education
Oberdorf, Daniel	Middle Level Education	Mid level Math
Peters, Lindsay	High School Diploma	
Waddell, Morgan	Mathematics	

Pending receipt of Acts 34, 114, 151 and 168 clearances.



2016-2017 NON-ATHLETIC SUPPLEMENTAL PERSONNEL

NAME	PROGRAM	POSITION
Lindsey Grove	Music	Colorguard Advisor
Brian Query	Music	Majorette Advisor

DISTRICT-HIRED SUBS

<b>Name</b>	<b>Address</b>	<b>Position</b>
Tawnya Trkula	Apollo	Summer Custodial Help

2016-2017 ATHLETIC SUPPLEMENTAL CONTRACTS

**Athletic Director:** Ray Bartha

**Summer Program/ Weight Lifting:** John Skiba

**Football:**

Head Coach: John Skiba  
First Assistant: Bruce Yard  
Assistant: Jeff Zelonka  
Assistant: Mark Duranciak  
Assistant: Jeremy Smail  
Assistant: Corey Smith  
Assistant 8th Grade: Matt Keibler  
Assistant 7th Grade: Jerry Moore  
Volunteer Assistants: Dave Giunta and Dom Duso  
Equipment Manager: OPEN

**Girls Volleyball:**

Head Coach: Linda Guercio  
Assistant: Rebecca McCormick

**Middle School Girls Basketball:**

Assistant 8th Grade: Jim Callipare  
Assistant 7th Grade: Steve Kijowski

**Cheerleader Sponsor: Amanda Kraemer**

Arianna Coleman  
Volunteer Cheer: Christina Edlis  
Spirt Stars/Middle School: Tanya Frain

## EXHIBIT C-1

## Project Lead the Way Terms and Conditions

These terms and conditions outlined in this agreement ("Agreement") are between ApolloRidge School District, located in Spring Church, PA (the "Program Participant") and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation ("PLTW").

PLTW has established a comprehensive education program (the "Program"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any

participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("EOC Assessments") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "data"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following: (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests; (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement; (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident; (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred; (5) any student records continue to belong to the Program Participant; (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class; (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team; (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in

furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;

(9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;

(10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;

(11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. License; Program Identification. (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) Project Lead The Way, PLTW, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of:

(i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately

returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. Protection of Intellectual Property Owned by Nonparty. The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the nonperformance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. Representations of the Program Participant. (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. Default. (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to

exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. Term: Annual Renewal of Agreement. The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. Indemnification. (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. Assignment. The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. Notices. Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant: If to PLTW:  
 Apollo-Ridge School District Project Lead The Way, Inc.  
 1829 State Route 56 Attn: Program Agreements  
 Spring Church, PA 15686 3939 Priority Way South Drive,  
 Suite 400  
 Indianapolis, IN 46240  
 ph: 877-335-7589

21. Governing Law and Choice of Venue. This Agreement will be construed in accordance with and governed by the laws of the State of Pennsylvania. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Pennsylvania. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Pennsylvania.

22. Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. Entire Agreement. This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. Effectiveness; Date. This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

## EXHIBIT C-2

## IUP DUAL ENROLLMENT MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this 28 day of April 2016 by and between Indiana University of Pennsylvania hereinafter referred to as "the University" and Apollo-Ridge School District hereinafter referred to as "the district", a public school under the laws of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

WHEREAS, the Legislature has determined by Act 188 of 1982 that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

WHEREAS, the mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

WHEREAS, certain students in the District may benefit from the opportunity to take classes offered by the University; and

WHEREAS, the University wishes to develop a Dual Enrollment program to recruit outstanding students to the University study body, and

WHEREAS, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

WHEREAS, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and

WHEREAS, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02-A: Tuition

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree and contract as follows:

1. Termination. This Agreement shall be effective upon the review and approval of all the necessary Commonwealth officials. The term of this agreement shall be for a total of four years commencing upon the review and approval of all necessary Commonwealth officials. At the conclusion of the agreement's four year, the parties, at their mutual option, may contract for another subsequent period of time not to exceed four years.
2. Academic Suitability. The District will also determine, on a student-by-student basis, the suitability of a course for each of the District's students who wish to enroll in the course.
3. Enrollment. Students selected by the district for enrollment in an on-campus course will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students the District will provide the documentation necessary to the enrollment without cost. This will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Each student will have to apply (once) for a non-degree status.
4. On-Campus and On-Line Enrollment. Students selected by the District may enroll in on-campus or on-line, or both, courses under this agreement during both the academic year and the summer as non-degree students on a space available basis. The provisions of paragraph 3 and 5 through 8 would also apply to those students.
5. Regular Admission. Should a student from the district wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to a regular status or to any major. Tuition reductions described in paragraph 7 would not apply once a student enrolls in the university outside of this consortial arrangement and he or she would be obligated to pay the standard tuition rate.
6. Transcription of Courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.
7. Fiscal Issues.
  - a) The University will provide the District's students with a reduced tuition rate for on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site.
  - b) The reduced tuition rate for on-campus courses will be 25% of the regular in-state tuition (on a space available basis).
  - c) The reduced tuition rate will apply only to students of the District.
  - d) The University's normal refund policy will apply in case of withdrawals.
8. Rights, Privileges, and Responsibilities. Students registered as non-degree students at Indiana University under this agreement will have the same rights, privileges, and responsibilities as other non-degree students, including the right to a student ID, use of the library and other academic resources. All Indiana University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.
9. Indemnification. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's or the District's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education, or the University, or the District.
10. Insurance. As an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk Management of the Pennsylvania Department of General Services.
11. Amendment. This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.
12. Termination. This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District. In the event of such a termination, those District students already enrolled in a course or courses pursuant to this Agreement shall be permitted to complete such course(s).
13. Choice of Law. This agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.
14. Discrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Educational Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
15. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
16. Entire Agreement. This is the entire Agreement between the parties hereto and supersedes all prior negotiations and oral understandings between the parties hereto.

IN WITNESS WHEREOF, the President of the University and the Superintendent of the School District by their signatures do hereby put this agreement in force.

CONFERENCE ATTENDANCE REQUESTS

DATES	EMPLOYEE	CONFERENCE/LOCATION/SPONSOR	COST
July 7 – 8, 2016	Jennie Ivory Business Administrator	PASBO Steel Eagle Leadership Institute Bedford Pa PASBO	\$0

## 2016-2017 Apollo-Ridge High School Student Handbook Updates

Page Number	Edits/Updates
● Page 1	Sign-Off Sheet: Must return this page to your homeroom teacher by <b>FRIDAY, AUGUST 26, 2015</b>
● Page 2	Curriculum/Athletic/Technology Secretary - <b>TBA</b>
● Page 6	Included the Activity Bell Schedule
● Pages 7-9	Added the FERPA Notification
● Pages 11-12	National Honor Society: <i>Bullet 3</i> <ul style="list-style-type: none"> <li>● <del>Once selected, members must maintain these standards. Details regarding application and selection for candidates will be made available through the High School Guidance Office.</del></li> <li>● <del>National Honor Society Selection Rubric removed the rubric charts</del></li> </ul>
● Page 13	AP and Honors Courses: <i>Bullet 2</i> <ul style="list-style-type: none"> <li>● <del>Starting with the class of 2016.</del> Honors Courses receive four(4) additional numeric point per grade and AP Courses receive eight (8) additional numeric point per grade.</li> </ul>
● Page 20	Detention (Regular/Full):  <del>The Apollo Ridge School District will no longer be providing activity buses for after school events.</del>
● Page 36	Graduation Requirements: <i>Bullets 4 and 5</i> <ul style="list-style-type: none"> <li>● For the Graduating Class <b>2017 and 2018:</b></li> <li>● Beginning with the Class of <b>2019</b></li> </ul>
● Page 37	Helping the Homeless: <i>New Addition</i> <b>Information provided by ARIN IU 28</b>
● Page 38	Locker Information: <i>Bullets 4 and 5</i> <ul style="list-style-type: none"> <li>● Students are required to keep their <b>locker locked at all times</b>. <del>The school issues a combination lock for this purpose. Students are required to use school issued locks due to safety concerns.</del></li> <li>● <del>Students are responsible for their lock. If their school issued lock is lost, the student will owe the District \$5.00 for replacement cost.</del></li> </ul>
● Page 39	Make-up Work/Incomplete Grades: <i>Bullets 1 and 3</i> <ul style="list-style-type: none"> <li>● If a student is absent, it is their responsibility to make up the missed school work. <b>Students will have time equal to the length of the absence to make up work.</b></li> <li>● Students receiving an "I" (Incomplete) grade for a grading period will have <b>ten (10) five (5)</b> school days following the end of the grading period....</li> </ul>



EXHIBIT D-1

FIELD TRIP REQUESTS

<u>DATES</u>	<u>GRADE/GROUP/TEACHER(S)</u> <u>/CURRICULUM</u>	<u>DESTINATION</u>	<u># STUDENTS</u>	<u>COST</u>	<u>SUB</u>
May 6, 2016	A-R HS Mitchell/Shoop Prom	Ford City/Harmarville	130	\$0	0
May 15-17, 2016	PJAS Presenters Dave Hauge Independent Science Projects	Penn State University State College	15	\$2600	2
May 19, 2016	HS Special Education Muffie/Fox Transition & Job Skills	Lenape Tech School Ford City	3	\$125	1

Costs include transportation, substitutes, and registration/entry fees