

**LAUREL SCHOOL DISTRICT**

**PURPOSE:** Committee of the Whole Meeting of the Board  
**DATE:** September 2, 2020  
**TIME:** 7:00 PM  
**LOCATION:** Board Conference Room

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_____ Robert Dicks	_____ Korie Enscoe	_____ Jeff Hammerschmidt
_____ Justin Kirkwood	_____ James McGee	_____ Lance Nimmo
_____ Michael Parker	_____ Kevin Patterson	_____ Stephen Sickafuse
_____ L. Rich	_____ M. Kosek	_____ R. Lee
_____ M. Frengel	_____ K. Mahoney	_____ D. Svirbly
_____ N. Bell	_____ E. Novad	_____ J. Sager
_____ Visitors		

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**AGENDA**

- A. Administrator/Director Reports – Questions:
- B. Presentation: Pride and Promise for September, 2020: Technology Team
- C. Possible Action Items:
  - 1. Approve the Virtual Learner and Guardian Code of Conduct.
  - 2. Approve the Midwestern Intermediate Unit IV to service Title I students attending non-public schools during the 2020-2021 school year.
  - 3. Recognize and approve an agreement for cyber services with Seneca Valley School District to virtual education.
  - 4. Approve a renewal of the service agreement with Johnson Controls for the period October 1, 2020 through September 20, 2021, in the amount of \$6,214.00 (last year \$5,808).
  - 5. Approve the recommendation of the Superintendent to grant permission for student-athletes to participate in PIAA approved programs within the District.
  - 6. Approve the recommendation of the Superintendent to authorize District Solicitor, Matthew Mangino, to research and pursue legal options regarding lifting the ban of fan attendance at PIAA sponsored athletic events.
  - 7. Approve an FMLA/Disability Leave for Mrs. Sarah Dado beginning August 18, 2020 and ending October 18, 2020.
  - 8. Employ Mrs. Lisa Simko as a Technology Education Tutor for the 2020-2021 school year in the amount of \$21,000 for 187 days during the 2020-2021 school year.

9. Transfer of Cynthia Nicklas to Clerical Aide in the Middle/High School Office effective September 9, 2020, for 6 hrs. per day and for 180 days during the 2020-2021 school year at a rate of \$10.00/hr.
10. Employ the following individual as School Police Officers to be paid a rate of \$20.00 per hour with no other benefits: Chad Adams.
11. Employ Jay McBride as Jr. High Baseball Coach for the 2020-2021 school year on step 7 of the Assistant Coach for Secondary Sports schedule in the negotiated agreement (19-20 rate \$3400).
12. Employ \_\_\_\_\_ as Part time Elementary Attendance Secretary/Cafeteria (dual position) at a rate of \$10.50/hr. for 6 hrs. per day, 180 days during the 2020-2021 school year.
13. Employ \_\_\_\_\_ as Title I Paraprofessional at a rate of \_\_\_\_\_ for 180 days during the 2020-2021 school year.
14. Employ \_\_\_\_\_ as High School Education Aide at a rate of \$10.00/hr. for 180 days during the 2020-2021 school year.
15. Approve attached list of additions and deletions to the Volunteer and Non-Instructional Substitute Listing for the 2020-2021 school year.
16. Approve a Family Medical/Disability Leave for Mrs. Sarah Dado beginning August 18, 2020 and ending October 18, 2020.
17. Approve the following resignation/retirement:
  - Ms. Nicole Wade as Assistant Volleyball Coach and Jr High Track & Field Coach – Effective August 17, 2020 (resignation)
  - Mrs. Brooke Knox as Assistant Girls’ Basketball Coach – Effective August 17, 2020 (resignation) – Requests to be added to the volunteer list
  - Megan West as Title I Paraprofessional – Effective August 21, 2020 (resignation)
18. Recognize and approve Jessica Farra as student teacher for the middle high school for the 2020-2021 school year under the supervision of Mrs. Susan Gryn.



# LAUREL SCHOOL DISTRICT



*"Come back with your shield or on it!"*

2497 Harlansburg Rd. New Castle, PA 16101 Phone (724) 658-8940 \* Fax (724) 658-2992

## Laurel School District Virtual Learner and Guardian Code of Conduct

Although our classroom environment will be (at least partially) virtual, the standards of behavior are as important as they are in the traditional school setting. As such, appropriate student behavior is expected. While working with Laurel School District's online resources and virtual classroom and instruction, participants and guardians must agree to abide by the following rules:

### Academic integrity and quality of work:

Learners in a virtual classroom will be expected to turn in their own work. Laurel's teachers have a number of technologies to check that student work is unique and their own. With that in mind, learners and guardians must abide by the following rules:

- Videos, pictures, or copies of either student generated or teacher work should never be shared as posts on social media, gaming networks, or elsewhere online.
- Learners should not use or attempt to access files or content that does not belong to them, or that they have no legitimate reason to access.
- Copying the work of others, allowing others to knowingly copy a student's work, and/or misusing content from the internet would be the equivalent of being caught cheating in the traditional setting, and may suffer the same consequences.
- Collaboration with other students is prohibited unless directed to do so by the teacher. In addition, guardians, parents, or acquaintances of the learner may not log into a student account and complete coursework on behalf of the student.
- Students should not use excessive "slang", written abbreviations, or language that they might use in other environments for completion of online work and graded tasks.

### Digital citizenship and appropriate use of technology:

It is important to not only teach content, but also have students be aware of their actions in a virtual environment. Students and staff have rights to their own privacy that cannot be violated. Learners and guardians must abide by the following rules:

- Learners and guardians must respect the privacy of others online, and on all devices accessed or used.
- The sites and tools approved by Laurel School District will not request private information from learners or guardians. At no time should private information be given to programs of outside access. That information includes last name, phone number, address, or school name.

- Hurtful, harassing, or threatening messages, or inappropriate photos and/or videos are in no way permissible through Laurel's online content.
- No pictures or videos should be taken, sent, or shared of anyone without that person's permission. This includes your teachers.
- No comment, whether written or spoken, should be made unless you are completely comfortable with your principal and/or guardians seeing or knowing about it. This includes your Google Profile Picture.
- As a virtual learner, your communication with your teacher will be slightly different than in a traditional setting. As such, the learner's school email account must be checked every online date of instruction, and responses should be sent to the instructor's questions or comments in a timely manner.
- Violations of some rules in this section may also result in violations of the Family Educational Rights Privacy Act (or FERPA), the school's anti-bullying policy, or the school's academic integrity policy, and may be subject to disciplinary action.
- If you witness anything in your virtual classroom that appears to violate any rule stated in this virtual learner code of conduct, please notify your teacher immediately.

Additional disciplinary information:

In any classroom, there is always the potential for actions that detract from the learning experience. Adding in the virtual component to our traditional classroom will cause some differences in expectations. We wanted to reassert the following:

- Being intentionally disruptive to a live class with an online account is not acceptable, and may result in the same consequences in discipline as being disruptive in the traditional classroom.
- Copying the work of others, allowing others to knowingly copy a student's work, and/or misusing content from the internet would be the equivalent of being caught cheating in the traditional setting, and may suffer the same consequences.
- Disciplinary action of students in a virtual environment will be done in the same manner as students violating school rules in a traditional setting.
- Laurel students are subject to all local, state, and federal laws governing the internet. As such, district administrators will cooperate fully with local, state, or federal officials in any investigation related to illegal activities conducted through internet access.

Synchronous instruction expectations:

Below you will find the expectations for a student enrolled in the synchronous option for Laurel School District

- If enrolled in the synchronous instruction, the student must log in at the appropriate times for instruction and check in as requested by the teacher in order to be marked present for the lesson.
- Students should be attentive to the material, and should not be attempting multiple tasks at the same time, such as maintaining employment or household chores.

- Students will have the same expectations and deadlines as a student attending class in the traditional model.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CYBER SERVICES AGREEMENT

This Cyber Services Agreement ("Agreement") is made this 5th day of February 2020, by and between SENECA VALLEY SCHOOL DISTRICT ("Seneca Valley"), a Pennsylvania school district having its administrative offices located at 124 Seneca School Road, Harmony, Pennsylvania 16037,

AND

LAUREL SCHOOL DISTRICT ("Laurel"), a Pennsylvania School District having its administrative offices located at 2497 Harlansburg Road, New Castle, PA 16101.

WHEREAS, Seneca Valley has developed and operates an on-line instructional program administered by certified instructional personnel to provide credit recovery and alternative educational opportunities to students (the "Cyber Service Program");

WHEREAS, Laurel School District desires to allow its students to enroll its students in Seneca Valley's Cyber Service Program and to award its students credit for coursework completed through the Cyber Service Program;

NOW, THEREFORE, intending to be legally bound hereby, Seneca Valley and Laurel agree as follows:

1. Term. The term of this agreement shall be for the 2020 - 2021 through 2024 - 2025 school years.

2. Fees / Enrollment

(a) Laurel will be charged enrollment fees in accordance with the pricing structure included as Exhibit A at the time a student is enrolled in the Cyber Service Program. Laurel shall register each student to be entered in the Cyber Service Program at least ten (10) days prior to the commencement of the school year, unless Seneca Valley otherwise agrees.

(b) Laurel will provide annual written notification of their decision on which district will provide the teacher of record to Seneca Valley School District. Laurel will provide this notification by May 1 of the previous school year.

(c) There shall be no proration of enrollment fees for students accepted for enrollment after the commencement of the course.

(d) Maintenance Fee: Laurel shall pay an annual maintenance fee in all school years covered by this Agreement when notified that Laurel will provide the teacher or record, in exchange for the use of Seneca Valley personnel to generally make the Program available and provide support relative to the Program during the school year for which said maintenance fee is paid. The maintenance fee shall be fifteen hundred (\$1,500.00) dollars to cover one entire school year and is not subject to change throughout this Agreement.

(e) **Training Fees:** Laurel shall be required to pay any and all training fees as necessary to ensure that all Laurel personnel who will be implementing the Program during the term of this Agreement have received training that is acceptable to Seneca Valley and to Laurel. The training(s) selected and the resulting fees applicable to each school year covered by this Agreement, shall initially be agreed to prior to the commencement of the Program at the beginning of each school year covered by this Agreement, and shall be paid at that time, unless the parties have agreed to an installment payment plan. Additional training(s) may be purchased at any time thereafter during any school year covered by this Agreement, per the overall fee schedule included in Exhibit A.

(f) If a student withdraws or is otherwise removed from the Cyber Service Program after the commencement of any semester there shall be no tuition refund for Laurel for that semester. However, Laurel may assign another student to the "seat" from which a student has withdrawn without incurring additional tuition fees.

(g) To discontinue partnership with the Seneca Valley School District, Laurel must provide written notice by April 1 of the previous school year signed by the School Board President.

### 3. Responsibilities of Seneca Valley

(a) Seneca Valley will supply an online accessible curriculum and assessments that meets the academic content standards of the State Board of Education. Courses available for the 2020-21 school year are listed in Exhibit B hereto. Any additional courses may be purchased at the rate of \$400 per course and then will be added to your course list for the remainder of the partnership.

(b) Seneca Valley will provide to Laurel, upon its request, information, including attendance and grade reports, regarding Laurel students enrolled in the Cyber Service Program.

(c) Seneca Valley owns or has obtained all intellectual property rights, licenses or approvals necessary to use of any materials utilized or provided by Seneca Valley through the Cyber Service Program.

### 4. Responsibilities of Laurel School District

(a) Laurel will submit a completed enrollment application for each student and provide any other information reasonably necessary for the enrollment and participation of its students in the Cyber Service Program.

(b) Students enrolled in the Cyber Service Program remain, for all purposes, students of Laurel. Thus, Laurel will be responsible for enforcement of compulsory attendance requirements, the reporting of grades to the student and his/her parent(s) and student discipline.

(c) Laurel students will not attend the educational facilities of Seneca Valley in conjunction with this Agreement. All Laurel students enrolled in the Cyber Service Program shall participate in that program using computer hardware, a compatible operating software system and an internet connection furnished by Laurel and/or the student and physically located at Laurel or at student home.

(d) Laurel shall be responsible for determining and ensuring that its enrollment of students in the Cyber Service Program is consistent with any requirements imposed on Laurel by applicable laws or regulations regarding minimum hours of student instruction, student attendance and/or special education compliance.

(e) Laurel shall be responsible for the identification of students in need of special education programming and the development of any Individualized Education Program for its students enrolled in the Cyber Service Program. Laurel shall provide to Seneca Valley a copy of the IEP of any special needs student to be enrolled in the Cyber Service Program prior to his or her enrollment or upon his or her identification as a special education student. Laurel is responsible for the review and updating of its students' IEP's. Seneca Valley shall have no obligation to participate in the development, review or alteration of an IEP for any student other than the provision to Laurel of education records relating to that student's enrollment in the Cyber Service Program.

5. Compliance with Distance Learning Requirements. During the entire term of this Agreement, Seneca Valley and Laurel warrant to each other that they shall both be and remain in compliance with all respectively applicable Pennsylvania Department of Education guidelines regarding electronic and distance learning programs or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other respectively applicable statute or ordinance regarding all aspects of the Cyber Service Program referenced herein. Each party shall provide to the other party such information or reports as are necessary for reporting to the Pennsylvania Department of Education concerning distance learning programs.

6. Non-Assignment. This Agreement shall not be assignable by either party without the express written consent of the other.

7. Confidentiality of Personally Identifiable Information. Seneca Valley and Laurel will safeguard the confidentiality of enrolled students' personally identifiable information consistent with the Family Educational Rights and Privacy Act and its accompanying regulations.

8. Indemnification. Without waiver of any immunities or limitations of liability provided by law, each party shall defend, indemnify and hold harmless the other party, its employees, directors or insurers from and against any and all claims, liabilities, losses and expenses arising from the indemnitor's acts or omissions relating to the performance of this Agreement.

9. Limitation of Damages. Seneca Valley and Laurel agree that in no event shall either party be liable to the other for any special, incidental, or consequential damages, or for damages in the nature of penalties, arising out of a breach of this Agreement.

10. Default / Termination. In the event that either party defaults under any provision of this Agreement and such default is not cured within thirty (30) days of receipt of written notice, the non-defaulting party shall have the right to terminate this Agreement upon subsequent written notice.

11. Notice. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:



If to Seneca Valley: Seneca Valley School District  
124 Seneca School Road  
Harmony, PA 16037

Attention: Lynn Burtner

If to Laurel: Laurel School District  
2497 Harlansburg Road  
New Castle, PA 16101

Attention: Mary Ann Kosek

12. Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Butler County, Pennsylvania, shall be the appropriate venue for any dispute involving this agreement.

13. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. No party is relying upon any promise, representation or understanding other than as is expressly set forth in this Agreement.

14. Construction. The express terms of this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement is between two public school entities, each having expertise in the area of public education and the opportunity to consult with counsel of their own choosing. Accordingly, the terms of this Agreement shall not be presumptively construed in favor of or against either party regardless of the circumstances of the preparation or negotiation of this Agreement.

15. Authority. By executing this Agreement, each party hereto ratifies that all necessary approvals of the parties' respective governing bodies have been obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.

16. Amendment. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties and unless approved by resolution of a majority of each party's Board of School Directors at a duly constituted public meeting.

17. No Waiver. No consent or waiver, express or implied, by either party to this 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 such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party 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.

18. Force Majeure. No party to this Agreement shall be responsible to the other party for non-performance or delay in performance of the terms or conditions of this Agreement due to

acts of God, acts of governments, war, riots, strikes, accidents and transportation, or other causes beyond the reasonable control of such party.

19. Nondiscrimination. Both parties agree that they will abide by all applicable federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services

20. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures and shall be legally binding.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

ATTEST:

SENECA VALLEY SCHOOL DISTRICT

  
\_\_\_\_\_  
Secretary

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

ATTEST:

LAUREL SCHOOL DISTRICT

  
\_\_\_\_\_  
Secretary

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



# PLANNED SERVICE RENEWAL

8/5/2020

Laurel School District  
Harlansburg Rd  
New Castle PA 16101-0000

Laurel Schools 2020



Dear Ed,

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-89668751446) will expire on 09/30/2020. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$6,214.00, to be paid quarterly. The scope will remain the same and the term of this contract will be 10/01/2020 to 09/30/2021. Invoices will be sent to:

Laurel School District  
2497 Harlansburg Road  
New Castle PA 16101

To continue service without interruption, please sign below and return to me by 8/31/2020. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,  
Johnson Controls

Customer Signature: \_\_\_\_\_

Julie Gould  
JOHNSON CONTROLS YOUNGSTOWN  
OH CB - 0N39  
1044 N Meridian Rd Ste A  
Youngstown OH 44509-1070  
Julie.gould@jci.com  
Phone: (866)630-6796

Customer Name: \_\_\_\_\_

Customer Title: \_\_\_\_\_

PO/Requisition #: \_\_\_\_\_