Agenda of Regular Board Meeting

The Board of School Directors
East Penn School District

A Regular Board Meeting of the Board of School Directors of East Penn School District will be held Monday, September 28, 2026, beginning at 7:30 PM Board Room of the Administration Building, 800 Pine Street, Emmaus, PA 18049.

1. **MEETING OPENING**
   1.A. Call to Order; Pledge of Allegiance
   1.B. Requests to Comment at Board Meeting
   Description:
   The purpose of public comment at Board meetings is to allow the Board to learn the thoughts of the public prior to Board deliberation and official action. Although the public comment period of the meeting is not a question and answer session between the public and the Board, the Board may direct staff to follow up and address public inquiries in a reasonably prompt manner.
   Per Board Policy 903.Public Comment in Board Meetings, all individuals wishing to comment during the Board meeting shall complete a document designated for requests to comment and submit the document to the Board Secretary prior to the start of the meeting. Individuals shall wait to be recognized by the presiding officer before commenting, must direct all comments to the presiding officer, and must preface their comments with an announcement of their name, and group affiliation, if applicable. Each statement made by an individual shall be limited to three (3) minutes. Commenters may not cede their time to other individuals. No individual may speak more than once on the same topic, unless all others who wish to speak on that topic have been heard and there is time remaining in the public comment period.
   For your convenience, forms are available in the Board Room.

2. **MINUTES**
   2.A. Minutes of the September 14, 2026 Regular Board Meeting
3. **SUPERINTENDENT OF SCHOOLS**
   3.A. District Update — Dr. Kristen Campbell
   Speaker(s): Dr. Kristen Campbell, Superintendent
4. **CURRICULUM**
   4.A. Educational Conferences
5. **PERSONNEL**
   5.A. Personnel Items
6. **BUSINESS OPERATIONS**
   6.A. Contracts/Agreements
   Description:

Vendor	Contract/Agreement	Amount
S.L.	Parent/Guardian Transportation Contract 2026-2027 School Year 26.20 miles round trip — Sheckler Elementary — Catasauqua Area School District	IRS Standard Mileage Rate

6.B. Use of District Facilities — Group IV Organizations
Description:
1. Child Evangelism Fellowship; 791 Chestnut Street, Emmaus, PA 18049; to rent room #214 at Schoemaker Elementary, every Tuesday from October 20–December 1, for songs, games, snacks, crafts, mission stories and Bible stories.

Rental Fees

Room 214 $20/hr

7. **POLICY**

7.A. New Policy: 204.1 & Update of Current Policies: 102, 105, 105.2, 209, 246, 249, 704, 803, 805.2, & 822 - First Reading

8. **OLD BUSINESS**

9. **NEW BUSINESS**

10. **OTHER EDUCATIONAL ENTITIES**

10.A. Lehigh Career & Technical Institute Report - Mr. Jeffrey Jankowski, Ms. Gabrielle Klotz, Dr. Joshua Levinson, and Dr. Rita Perez
Speaker(s): Dr. Joshua Levinson

10.B. Carbon Lehigh Intermediate Unit Board Member Report - Dr. William Whitney
Speaker(s): Dr. William Whitney

11. **ANNOUNCEMENTS**

11.A. Executive Session:
Description: Special Executive Session held on September 22, 2026 at 5:30 PM.

11.B. Executive Session:
Description: Monday, September 28th, at 7:15 PM

11.C. Regular Board Meeting:
Description: Monday, October 12, 2026; 7:30 PM

12. **ADJOURN**

BOARD OF SCHOOL DIRECTORS EAST PENN SCHOOL DISTRICT

MINUTES OF THE SEPTEMBER 14, 2026 REGULAR BOARD MEETING

Board Members Present:
Shonta Ford
Jeffrey Jankowski
Timothy Kelly
Gabrielle Klotz
Joshua Levinson
Rita Perez
Christine Price
William Whitney

Board Members Absent:
Melissa Stiavelli

Others Present:
Dr. Kristen Campbell, Superintendent
Miranda Ortiz, Board Secretary
Marc S. Fisher, Gross McGinley, LLP, Solicitor
Robert E. Saul, Treasurer

1. MEETING OPENING

1.A. Call to Order; Pledge of Allegiance

- Call to order at 7:30 PM followed by the Pledge of Allegiance

1.B. Requests to Comment at Board Meeting

- No requests for public comment

2. MINUTES

Motion that the Board of School Directors of East Penn SD approve the minutes of the September 14, 2026 Regular Board Meeting. This motion, made by Jankowski and seconded by Klotz, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

3. SUPERINTENDENT OF SCHOOLS

3.A. District Update - Dr. Kristen Campbell

- Dr. Campbell, Superintendent, announced that East Penn School District has been recognized by the Pennsylvania Art Education Association as an Outstanding Visual Arts Community for the 2025-2026 school year. This recognition reflects the strengths of the various visual arts programs throughout the District and the creativity and dedication of our art educators and leaders who make these opportunities possible. Dr. Campbell also highlighted the annual Emmaus High School Spring Art show where students have the opportunity to showcase their art. She also shared that 11 educators throughout East Penn have reached a milestone in their career completing 25 years of service, making the 2026-2027 school year the start of their 26th year in the District. These educators include: Tanya Scisly, Paul Wood, Steven Braglio, June Urbassik, Kelly Faisetty, Stephanie Housten, Stacy Knecht, Carrie Nawarynski, Alma

Ritter, Melissa Saylor and Nicole Wukitch. Congrats on this accomplishment! Dr. Campbell also recognized two EHS students who earned top finishes as part of LCTI's Future Farmers of America competition at the Great Allentown Fair. The chapter overall for LCTI earned 4th place in overall competitive efforts and representing Emmaus High School, Kadence Yannotti earned first place in the display contest. Kadence is a student in LCTI's Veterinary Technology program. Isabella Eck, also a Veterinary Technology student representing Emmaus High School, earned fourth place in the competition. Dr. Campbell congratulated all students involved for their incredible work. Also recognized and congratulated were the three Eyer Middle School students who completed their Girl Scout Troop Bronze Award project. As part of their project, these students collected food items to support the Angel Network Food Pantry that helps provide resources to community members. These students include: Defne Arslan, Harper Cummings, and Aurora Haja.

- Announcements for upcoming events include: The East Penn Education Foundation's annual Teacher Tailgate on Friday, September 18th before the Emmaus vs. Pocono Mountain East football game. This special event is an opportunity to bring members of the East Penn school community together to celebrate our teachers and staff and recognize the incredible work they do each day for our students. At halftime, the Foundation will announce the recipients of the Employee of the Year award. Lastly, the Adult Education Classes are being reinstated this year, with the first class of the season being Golden E-Z Toning and Light Cardio held on 9/15/26, where approximately 30 members of our Golden Age community have registered and are excited to participate.

4. **CURRICULUM**

4.A. Educational Conferences
Motion that the Board of School Directors of East Penn SD approve the estimated expenses for the individual(s) attending educational conferences, as per Educational Conferences exhibit. Educational Conferences expensed through the general fund unless otherwise noted. This motion, made by Jankowski and seconded by Levinson, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

5. **PERSONNEL**

5.A. Personnel Items
Motion that the Board of School Directors of East Penn SD approve the personnel items being recommended by the Superintendent, as per Personnel Agenda Items exhibit and corresponding exhibit(s). This motion, made by Klotz and seconded by Perez, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

6. **BUSINESS OPERATIONS**

6.A. District Bills
Motion that the Board of School Directors of East Penn SD approve the District bills, as per Bill List exhibit(s). This motion, made by Jankowski and seconded by Klotz, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

6.B. Treasurer's Report
Motion that the Board of School Directors of East Penn SD approve the Treasurer's Report for month ended 2026, as per Treasurer's Report exhibit. This motion, made by Jankowski and seconded by Klotz, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

6.C. Contracts/Agreements
Motion that the Board of School Directors of East Penn SD approve the following contract(s)/ agreement(s), as per corresponding exhibits. This motion, made by Jankowski and seconded by Klotz, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

6.D. Use of District Facilities — Group IV Organizations
Motion that the Board of School Directors of East Penn SD grant permission for the following organizations to use district facilities. This motion, made by Jankowski and seconded by Klotz, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

7. **OTHER EDUCATIONAL ENTITIES**

7.A. Lehigh Career & Technical Institute Report - Mr. Jeffrey Jankowski, Ms. Gabrielle Klotz, Dr. Joshua Levinson, and Dr. Rita Perez

- Dr. Joshua Levinson reported on the August 26th JOC meeting providing the following highlights from the Administrative Report:
    - The meeting was kicked off by Dr. Greenawalt, who welcomed back the members of the Joint Operating Committee, and a brief discussion to remind the group of LCTI's mission and vision.
    - LCTI's launch of Keystone Agenda was recognized as being a smooth and easy process.
    - 2024-2025 audit is being finalized, with the 2025-2026 audit on schedule to start in October. LCTI's auditors gave a brief presentation to reinforce the

progress and plans; and the LCTI team is already looking ahead to the 2027-2028 budget.

- LCTI's had successful in-service days in August, welcoming back teachers and staff and performing professional development activities.
- An overview of enrollment data was provided indicating each district's participation being stable or increasing. For the 2026-2027 school year, LCTI's student census is at a maximum presently at about 2,598 total students. Top requested programs include: animal sciences and vet tech, cosmetology, criminal justice, electrical technology, health medical sciences, and welding technology. The waitlist this year is at 393 total students. Some programs are on hold, with no new students being accepted, while there are a few programs that have been retired due to low enrollment.
- LCTI will soon be announcing it's educator of the year award for the 2026-2028 two-year period.
- LCTI's emergency health services program is going to be approved to provide it's own EMT testing which will be available to students and adult learners.
- LCTI's Director of Facilities gave a report on a number of summer projects that were completed, in addition to outlining projects that will carry into the new school year. It was noted that there are definitive plans to integrate students in the execution of many of these projects, providing valuable experience in the areas of study.
- Number of grants being reviewed are aimed at procuring equipment and educational resources. One notable Grant awarded to LCTI was a PA Smart Grant for the integration of AI into the curriculum, and is allowing each district to send one person to train under this program and to have access to the curriculum material. EPSD will have an employee participating.
    - President Ford asked if the number of representatives for the AI integration is based on enrollment size, or if it is a standard one-person per. Dr. Levinson conformed it is just one representative per district.
- The LCTI Foundation had it's first meeting on June 29th, which defined its organizational structure and next steps, with their next meeting scheduled for September 14, 2026.
- LCTI's Director of CTE reported on student testing results which show success and increases over time. For the 25–26 school year, OSHA certifications were 832, industry credentials are 2,078, which included many seniors earning high-value industry credentials. The NOCTI scores showed 442 students scoring competent or advanced.
- Personnel updates include: new supervisor of CTE, Patrick Maley, and the addition of a full-time and part-time school police officer, with the part-time police officer also being the full-time criminal justice instructor at LCTI.
- LCTI's professional advisory committee comprised of members of member district superintendents will be participating in a strategic thinking summit on September 17 and 18th.
- Next LCTI JOC meeting is scheduled for September 23rd.

8. **OTHER**

8.A. Discussion item:
Continued discussion on agenda structure; specifically, a place for board comment, new business and/or old business.

- Mr. Fisher started the discussion by reviewing his revisions to the previously proposed guidelines for agenda structure.
    - Board members thanked Mr. Fisher for his work on revising the guidelines, and also asked for clarification surrounding both "new business" and "old business" and the terminology used.
    - Dr. Levinson asked to clarify how we go about referring something to further study that would be considered as "old Business" and would need to be added to the log maintained by the board secretary. Mr. Fisher anticipates that the subject will come up at a board meeting, and Superintendent Dr. Campbell says the subject will be "looked into" and administration will follow back up. That is what will prompt that subject item to be added as a log entry for "Old Business".
    - Ms. Christine Price asked for clarification on the guidelines around "New Business" and the potential for board members to bring up subject matters during a board meeting. Mr. Fisher advised against bringing things up for the first time during a meeting because it could potentially open up Sunshine Act violations if a subject is brought up that is not a matter of public discussion.
    - Mr. Tim Kelly asked what a board member should do if their request for a matter to be added to an agenda is denied, to which Mr. Fisher replied by reiterating that both the current and former board presidents have acknowledged that they've never denied any requests, and furthermore, regardless of approval or denial of the requester's request, the requester is to receive written communication informing them of the approval or denial, and why.
- This item was taken to a vote to end the debate and approve the proposed changes. Motion made by Jankowski, seconded by Klotz.

9. **ANNOUNCEMENTS**

9.A. Executive Session:

- Executive session held at 7PM to discuss personnel and other confidential matters.

9.B. Regular Board Meeting:

- Regular Board Meeting scheduled for Monday, September 28, 2026; 7:30 PM

10. **ADJOURN**
There being no further business to come before the board. This motion, made by Jankowski and seconded by Klotz, Resolved.
Melissa Stiavelli: Absent, Shonta Ford: Aye, Jeffrey Jankowski: Aye, Timothy Kelly: Aye, Gabrielle Klotz: Aye, Joshua Levinson: Aye, Rita Perez: Aye, Christine Price: Aye, William

Whitney: Aye
Aye: 8, Nay: 0, Absent: 1

Educational Conferences

Expensed through the general fund unless otherwise noted.

Conference Title & Sponsor:	Paving the Way – Aligened with Homeless Responsibilities / PDE, ECYEH, ESFCY, DHS & CSC
Location:	Eden Resort – Lancaster PA
Date(s):	October 6, 2026
Attending:	Daniel Brown
Position/Building:	Home & School Visitor
Cost:	$91.50

Conference Title & Sponsor:	2026 Fall SAP Consortium / Center for Humanistic Change
Location:	Cedar Crest College
Date(s):	October 8, 2026
Attending:	Megan Freeman
Position/Building:	STEP / LMMS
Cost:	$0

Conference Title & Sponsor:	2026 Fall SAP Consortium / Center for Humanistic Change
Location:	Cedar Crest College
Date(s):	October 8, 2026
Attending:	Alexis Traupman
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Jessica LaBar
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Kristen Grim
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Heather Greene
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Heather Spotts
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Colleen Demchak
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Laura Baranek
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Paul Wood
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Sara Burk
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	K-12 Counselor Education Event / LCTI
Location:	LCTI / FMI / LVHN-Muhlenberg
Date(s):	October 12, 2026
Attending:	Alexis Traupman
Position/Building:	HS Counselor / EHS
Cost:	$0

Conference Title & Sponsor:	Threat Evaluation & Reporting Overview Course / PA Office of Homeland Security
Location:	Harrisburg, PA
Date(s):	October 27, 2026
Attending:	Thomas Mirabella
Position/Building:	Director of Student Services
Cost:	$80.56

Conference Title & Sponsor:	Power Library Fall 2026 Training Tour / CLIU
Location:	CLIU21
Date(s):	October 30, 2026
Attending:	Alice Boulrice
Position/Building:	Librarian / LMMS
Cost:	$0

Conference Title & Sponsor:	PSCA Annual Conference 2026 / Pennsylvania School Counselors Association
Location:	The Penn Stater Hotel/Conference Center
Date(s):	December 2 – 4, 2026
Attending:	Susan Fuller ***Presenting**
Position/Building:	K-5 Counselor / Jefferson ES
Cost:	$1,098.82

Conference Title & Sponsor:	PSCA Annual Conference 2026 / Pennsylvania School Counselors Association
Location:	The Penn Stater Hotel/Conference Center
Date(s):	December 2 – 4, 2026
Attending:	Jennifer Csordas ***Presenting**
Position/Building:	K-5 Counselor / Macungie ES
Cost:	$1,148.77

Conference Title & Sponsor:	The Unseen Threat: Protecting our Kids from Online Dangers/ PA Governor's Office of Homeland Security
Location:	Harrisburg, PA
Date(s):	December 3, 2026
Attending:	Thomas Mirabella
Position/Building:	Director of Student Services
Cost:	$82.23

Conference Title & Sponsor:	2027 PASBO Annual Conference / PASBO
Location:	Hershey, PA
Date(s):	March 9 – 12, 2027
Attending:	Amanda Frey
Position/Building:	Assistant Business Administrator
Cost:	$1330.14

PERSONNEL AGENDA ITEMS EXHIBIT

RESOLVED, That the Board of School Directors of East Penn SD approve the following personnel items, as recommended by the Superintendent:

I. Resignation(s)

Name	Position	Building	Effective Date
John McGeary	Math Teacher	EHS	11/20/2026 or Sooner
Gwen Mitchell	Instructional Assistant	Shoemaker ES	10/2/2026
Kimberly Taskalos	Staff Assistant	EHS	9/28/2026

II. General Leave of Absence(s) Per Board Policy 339 – Uncompensated Leave

Name	Position	Building	Effective Date
Michael Schwab	Staff Assistant	EHS	9/18/2026 PM – 9/30/2026

III. Support Staff Appointment(s)

Name	Position	Salary/Hours	Effective Date
Kimberly Taskalos	Administrative Assistant EHS	$21.93/hr 35 hrs/wk (Resignation L. Lucchesi-Wood)	9/29/2026
	**********		
Theresa Del Re	Health Room Nurse Jefferson ES	$29.95/hr 35 hrs/wk (Resignation of D. Rohrbach)	TBD *(pending the receipt & approval of all necessary documentation)*
Julie Robertson	Health Room Nurse Eyer MS	$29.95/hr 35 hrs/wk (Resignation of B. Althouse)	TBD *(pending the receipt & approval of all necessary documentation)*
	**********		
Jessalyn Sinkovits	Instructional Assistant Willow Lane ES	$21.50/hr 29 hrs/wk (Transfer of T. Smith)	9/29/2026
Sarah Zinni	Instructional Assistant Shoemaker ES	$21.50/hr 29 hrs/wk (Resignation of G. Mitchell)	TBD *(pending the receipt & approval of all necessary documentation)*
	**********		
Boutros Karam	Staff Assistant EHS	$20.37/hr 29 hrs/wk (Transfer of A. Mariner & subsequence transfer of 6 hrs from vacant SA 14 hrs/wk position held by A. Mariner)	TBD *(pending the receipt & approval of all necessary documentation)*

IV. Custodial Transfer of Assignment(s)

Name	From	To	Effective Date
Matthew Brown	Maintenance B Eyer MS $36.26/hr 40 hrs/wk	Head Custodian Shoemaker ES $36.26/hr 40 hrs/wk (Transfer of M. Roberts)	9/29/2026

V. Support Staff Transfer of Assignment(s)

Name	From	To	Effective Date
Elizabeth Mendenhall	Instructional Assistant Wescosville ES 29 hrs/wk	Instructional Assistant Wescosville ES 35 hrs/wk (Resignation of A. McNamara)	9/29/2026

VI. 2026-2027 Schedule B Co-Curricular Appointments (Exhibit "A")

VII. Additions to the STA of Pennsylvania, Inc. Transportation Personnel List – 2026-2027 School Year

Name	Role
Joey Romig	Driver

VIII. Approval of Special Sick Leave Correlated with Workers' Compensation

Approval of special sick leave for Tracey Miller for the 2024-2025 school year from February 21, 2025, through June 10, 2025, and for the 2025-2026 school year from August 18, 2025, through June 10, 2026.

IX. 2026-2027 Salary of the Superintendent

Name	Salary	Effective Date
Dr. Kristen Campbell	$213,000	7/1/2026

X. EPESP Amended Collective Bargaining Agreement

Motion to approve the Amended Collective Bargaining Agreement between the East Penn School District and East Penn Education Support Professionals, PSEA/NEA, covering administrative assistants, instructional assistants, staff assistants, health room nurses, and academic support assistants, with the amendatory language being retroactive to July 1, 2026, as it specifically relates to academic support assistants.

XI. Addition to the 2026 – 2027 Annual Rates

Category	2026 – 2027 Rate
Academic Support Assistant Substitute	$23.63/Hour

XII. Additions to the 2026 - 2027 Per Diem Substitute

Jonathan Feher	Guest Teacher – EPSD *(pending the receipt & approval of all necessary documentation)*
Justin Fiorillo	Guest Teacher – EPSD *(pending the receipt & approval of all necessary documentation)*
Delaney Gottschall	Per Diem Substitute - *(pending the receipt & approval of all necessary documentation)*
Deanna Jackson	Guest Teacher – EPSD *(pending the receipt & approval of all necessary documentation)*
Dorothy Rooney	Staff Assistant

XIII. Board Approved Personnel – Update to Pending Documentation Start Date

Name	Position	Building	Board Approved	Start Date
Nichole Kreiger	Special Education Teacher	EHS	8/10/2026	9/28/2026

2026-2027 Schedule B
Co-Curricular Appointments

School	Name	Position	Contract/ Volunteer	Amount	Notes
EHS	Pissarra, Celine	Academic Team Co-Advisor	Volunteer	$0.00	
EHS	Kalb, Deborah	Adademic Team Co-Advisor	Volunteer	$0.00	
EHS	Williams, Amy	Aevidum Club Advisor	Volunteer	$0.00	Non-Employee
EHS	Booth, Tyler	American Computer Science Club Co-Advisor	Club C	$807.50	Shared with K. Ruppert ($1615 x .5)
EHS	Ruppert, Kevin	American Computer Science Club Co-Advisor	Club C	$807.50	Shared with T. Booth ($1615 x .5)
EHS	McConville, Andrew	Astronomy Club	Club D	$2,041.00	
EHS	McCune, Joshua	Athletic Trainer	LVHN contract	$0.00	LVHN
EHS	Hogan, Alon	Baking Club Advisor	Volunteer	$0.00	
EHS	Koppenol, Spencer	Band Club Advisior	Volunteer	$0.00	
EHS	Ocelus, Rich	Baseball Assistant Coach - 1	Contract	$2,141.50	Non-Employee; Shared with TBD ($4,283 x.5)
EHS	Orth, Louis	Baseball Head Coach	Contract	$7,140.00	Non-Employee; Replace J. Haas
EHS	Brader, Keith	Baseball Volunteer Assistant	Volunteer	$0.00	Non-Employee
EHS	Raineri, Sam	Baseball Volunteer Assistant	Volunteer	$0.00	
EHS	Williams, Amy	Basketball Club Advisor	Volunteer	$0.00	New Club for 2026-2027
LMMS	Cedarburg, Lars	Basketball Club Co-Advisor (Intramural)	Club C	$807.50	New Club for 2026-2027; Shared with D. Schaeffer ($1615 x.5)
LMMS	Schaeffer, David	Basketball Club Co-Advisor (Intramural)	Club C	$807.50	New Club for 2026-2027; Shared with L. Cedarberg ($1615 x.5)
EHS	Booth, Tyler	Bible Study Club Volunteer Co- Advisior	Volunteer	$0.00	
EHS	Ruppert, Kevin	Bible Study Club Volunteer Co- Advisior	Volunteer	$0.00	
EHS	Wasilewski, Shannon	Bible Study Club Volunteer Co- Advisior	Volunteer	$0.00	
EHS	Weltin, Christoper	Bible Study Club Volunteer Co- Advisior	Volunteer	$0.00	Non-Employee
EHS	Bailey, Bart	Black Student Union Club Co-Advisior	Club C	$807.50	Non-Employee; Shared with R. Thomas ($1615 x .5); Board Approved on 8/10/2025 as Non-shared; Reclassed to Club C (from Club D)
EHS	Thomas, Robert	Black Student Union Club Co-Advisior	Club C	$807.50	Reclassified to Club C (Club D for 2025-2026);Shared with B. Bailey ($1615x .5)
Macungie	Wetherhold, Julia	Brookside Beat Club Advisor	Club C	$1,615.00	Reclassified to Club C (Club B for 2025 - 2026)
LMMS	Tucker, Megan	Builders Club Advisor	Club C	$1,615.00	
EHS	Baez, Veronica	Chaperone	Contract	$82/event	
EHS	Brouse, Sarah	Chaperone	Contract	$82/event	
EHS	Frye, Wendy	Chaperone	Contract	$82/event	
Eyer	Haughney, Lucas	Chaperone	Contract	$82/event	
EHS	Huff, Daniel	Chaperone	Contract	$82/event	
EHS	Kistler, Jacob	Chaperone	Contract	$82/event	
EHS	Newcomer, Melissa	Chaperone	Contract	$82/event	
EHS	Shook, Julie	Chaperone	Contract	$82/event	
EHS	Spengler, Mark	Chaperone	Contract	$82/event	
LMMS	St. Pierre, Zachary	Chaperone	Contract	$82/event	
EHS	Augustin, Rebecca	Chem Club Advisor	Volunteer	$0.00	
Eyer	Mendez - Rivera, Marcia	Chess Club Advisor	Club B	$851.00	
EHS	Park, Ethan	Chess Club Advisor	Club D	$2,041.00	Non-Employee
EHS	Gibson, Lauren	Class Advisor (.75 base if two positions)	Contract	$1,275.75	Class of 2028 - Shared with D. McKinney; ($1701 x .75)
EHS	McKinney, Dian	Class Advisor(.75 base if two positions)	Contract	$1,275.75	Class of 2028 - Shared with L. Gibson; ($1701 x .75)
EHS	Shook, Julie	Club America	Volunteer	$0.00	
EHS	Svencer, Kristina	Club Med Club Advisor	Volunteer	$0.00	
EHS	Pfenninger, Katie	Collage Magazine Club Co-Advisor	Club B	$425.50	Shared with L. Soboleski ($851 x .5)
EHS	Soboleski, Lexi	Collage Magazine Club Co-Advisor	Club B	$425.50	Shared with K. Pfenninger ($851 x .5)

2026-2027 Schedule B
Co-Curricular Appointments

Wescosville	Quinn, Marissa	Community Service Club Advisor	Club D	$2,041.00	Reclassified to Club D (Club C for 2025-2026)
EHS	Booth, Tyler	Computer Repair Club Co-Advisor	Volunteer	$0.00	
EHS	Ruppert, Kevin	Computer Repair Club Co-Advisor	Volunteer	$0.00	
EHS	Babel, Lori	EHS Fashion Club Advisor	Club B	$851.00	
EHS	Luancing, Briana	Envirothon Club Co-Advisor	Club C	$807.50	Shared with K. Susens ($1615 X .5)
EHS	Susens, Kristin	Envirothon Club Co-Advisor	Club C	$807.50	Shared with B. Luancing ($1615 X .5)
EHS	Kistler, Jacob	Esports Club Advisor	Volunteer	$0.00	
LMMS	Annoni, Gregory	Extended Learning Program	Contract	$48/session	Max 8 Sessions Per Month for 7 Months
LMMS	Cari, John	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Coleman, Diane	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Dzedzy, Jennifer	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Fowkes, Michele	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Harm, Michael	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Holveck, Amanda	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Kistler, Kimberly	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Malischewski, Ron	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Miller, Justin	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Schaeffer, Lori	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Scholl, Greg	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Shirvinski, Jonathan	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Solt, Justin	Extended Learning Program	Contract	$48/Session	Max 8 Sessions Per Month for 7 Months
EHS	Burrell, Jordan	Flag Football Club Advisor (Girls)	Volunteer	$0.00	Non-Employee
EHS	Kemmerer, Nichole	Flag Football Club Advisor (Girls)	Volunteer	$0.00	Non-Employee
EHS	Pletz, James	Flag Football Club Advisor (Girls)	Volunteer	$0.00	Non-Employee
EHS	Pagliaro, James	Football Assistant Coach	Contract	$7,649.00	
EHS	Pissarra, Celine	French Club Advisor	Club B	$851.00	
EHS	Stuchko, Christopher	Game Club Advisor	Club C	$1,615.00	
EHS	Grim, Kristen	Gender & Sexuality Alliance Co-Advisor	Club C	$807.50	Formerly Gay Straight Alliance Club; Shared with G. Nugent ($1615 x .5)
EHS	Nugent, Gunther	Gender & Sexuality Alliance Co-Advisor	Club C	$807.50	Formerly Gay Straight Alliance Club; Shared with K. Grim ($1615 x .5)
EHS	Bisignani, Kevin	German Club Advisor	Club C	$1,615.00	Reclassified to Club C (Club B in 2025-2026); Replacing D. Laubner
Jefferson	Kuklis, Laura	Girls on the Run Club Co-Advisor	Club A	$212.50	Shared with A. Passen ($425 x .5)
Jefferson	Passen, Amy	Girls on the Run Club Co-Advisor	Club A	$212.50	Shared with L. Kuklis ($425 x .5)
EHS	Maybray, Megan	Global Citizens Club Co-Advisor	Club C	$807.50	Replace T. Kita; Shared with J. Morales (1615 x.5)
EHS	Morales, Jessica	Global Citizens Club Co-Advisor	Club C	$807.50	Replace T. Kita; Shared with M.Maybray (1615 x.5)
LMMS	Erb, Audrey	Green Thumb Club Advisor	Club B	$851.00	Retiree
EHS	Luancing, Briana	Green Thumb Club Advisor	Volunteer	$0.00	
EHS	Kramer, Rachel	Hacky Sack Club Advisor	Volunteer	$0.00	
EHS	Birns, Patrick	Health, Wellness & Fitness Club	Club A	$425.00	
EHS	Brown, David	History Day Club Advisor	Club C	$807.50	Shared with M. Montero ($1615 X.5)
EHS	Montero, Melissa	History Day Club Advisor	Club C	$807.50	Shared with D. Brown ($1615 X.5)
LMMS	Freeman, Megan	Hive Club A Advisor	Club C	$1,615.00	
LMMS	Blose, Brandi	Hive Club B Advisor	Club C	$1,615.00	
EHS	Braglio, Steve	Hornet Graphics Club Advisor	Volunteer	$0.00	
EHS	LaBar, Zachary	Hydroponics Club Advisor	Volunteer	$0.00	
EHS	Milkowich, Marcus	Intern Instructor	Contract	$682.00	Non-Employee

2026-2027 Schedule B
Co-Curricular Appointments

Eyer	Lindaberry, Chelsae	Intramural position - Soccer	Contract	$42/session	New Position for 26-27
EHS	Luancing, Briana	Jasper Club Advisor	Club C	$1,615.00	
Eyer	Snow, Kelly	Kid to Kid Jr.	Club B	$851.00	
EHS	Cote, Julia	Lacrosse Volunteer Assistant (Girls)	Volunteer	$0.00	Non-Employee
EHS	Peterson, Paige	Lacrosse Volunteer Assistant (Girls)	Volunteer	$0.00	Non-Employee
Macungie	Schrader, Jill	Macungie Makers	Club B	$851.00	New Club for 2026 - 2027
LMMS	Richards, Madeline	Math Counts Club Advisor	Club B	$851.00	Reclassified to Club B (Club A in 2025-2026)
EHS	Heibeck, Thomas	Model UN	Club B	$851.00	
EHS	Palazzo, Regan	Morgan's Message Club Advisor	Volunteer	$0.00	
EHS	Stek, Michael	Mud Club Advisor	Club D	$2,041.00	Reclassified to Club D (Club B in 2025 - 2026); Replacing J. Rose
LMMS	Mosquera, Paola	Multicultural Club Advisor	Club B	$851.00	Reclassified to Club B (Club A in 2025-2026)
EHS	Ramirez, Shelby	Newspaper - Stinger	Contract	$1,105.50	Shared with M. Shaw ($2211 x .5)
EHS	Shaw, Matthew	Newspaper - Stinger	Contract	$1,105.50	Shared with S. Ramirez (2211 x .5)
EHS	Larkin, Stephanie	No Place for Hate Club Advisor	Club D	$2,041.00	
EHS	Arnold, Constance	Orchestra Club Advisor	Volunteer	$0.00	
EHS	Susens, Kristin	Outdoor Adventure Club Advisor	Club C	$1,615.00	
EHS	Stuchko, Christopher	Pediatric Cancer Club	Club D	$2,041.00	
EHS	Landrum, Brent	PJAS District Coordinator	Contract	$851.00	
EHS	Ruppert, Kevin	Power Tech Club Advisor	Club C	$1,615.00	
EHS	Ramson, W. Scott	Power Tech Club Volunteer Advisor	Volunteer	$0.00	Retiree
Eyer	Breidenbach, Ann	Reading Olympics	Club C	$1,615.00	
EHS	Landrum, Brent	Science Fair Club Advisor (PJAS)	Club C	$1,615.00	
EHS	Hughes, Tammy	Scrapbooking Club	Volunteer	$0.00	
EHS	Smith, Eric	Ski & Ride Club	Club C	$1,615.00	
EHS	Getchius, Art	Softball Assistant Coach	Contract	$4,283.00	Non-Employee
Eyer	Bednar, Eric	Softball Head Coach	Contract	$4,283.00	
LMMS	Ramirez, Joseph	Softball Head Coach	Contract	$4,238.00	
Eyer	Becker, Jessica	Softball Volunteer Assistant	Volunteer	$0.00	
EHS	Clark, Maddy	Softball Volunteer Assistant	Volunteer	$0.00	Non-Employee
EHS	Giering, Kelby	Softball Volunteer Assistant	Volunteer	$0.00	Non-Employee
LMMS	Leitgeb, Christopher	Softball Volunteer Assistant	Volunteer	$0.00	Non-Employee
LMMS	Lockwood, Joel	Softball Volunteer Assistant	Volunteer	$0.00	Non-Employee
EHS	Booth, Tyler	Steel Hornets Robotics Club Co-Advisor	Club C	$807.50	Formerly Robotics Club; Shared with K. Ruppert ($1615 x.5)
EHS	Ruppert, Kevin	Steel Hornets Robotics Club Co-Advisor	Club C	$807.50	Formerly Robotics Club; Shared with T. Booth ($1615 x.5)
EHS	Lindley, Megan	Tennis Volunteer Coach (Girls)	Volunteer	$0.00	Non-Employee
Macungie	Csordas, Jennifer	Theatre Club Co-Advisor	Club D	$680.33	Shared with J. Wetherhold, P. Shingler ($2041/3)
Macungie	Shingler, Paige	Theatre Club Co-Advisor	Club D	$680.33	Shared with J. Csordas, J. Wetherhold ($2041/3)
Macungie	Wetherhold, Julia	Theatre Club Co-Advisor	Club D	$680.33	Shared with J. Csordas, P. Shingler ($2041/3)
EHS	Kuebler, Jill	Theatre Department Club Advisor	Club D	$2,041.00	
EHS	Stuchko, Christopher	Think Pink Club Advisor	Volunteer	$0.00	
EHS	Hochleitner, Wolfgang	Track Assistant Coach (Boys and Girls)	Contract	$3,060.00	Non-Employee
EHS	Reinhard, Kami	Track Assistant Coach (Boys and Girls)	Contract	$3,060.00	Moved to Assistant Role 26-27
EHS	Gallagher, Robert	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non - Employee
EHS	Karwacki, Jeff	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non - Employee
EHS	Lynch, Katherine	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non-Employee

2026-2027 Schedule B
Co-Curricular Appointments

EHS	McNellis, Ashleigh	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non - Employee
EHS	Pezoldt, Kaitlyn	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non-Employee
EHS	Reinhard, Kera	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non - Employee
EHS	Roper, Breyanna	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non - Employee
EHS	Susens, Kristen	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	
EHS	Woodbury, Page	Track Volunteer Assistant Coach (Boys and Girls)	Volunteer	$0.00	Non-Employee
EHS	Sickler, Ryan	Winter Track Club Advisor	Club C	$1,615.00	Replace K. Reinhard
EHS	Ardito, Stephanie	World Language Honor Society Club Co-Advisor	Volunteer	$0.00	
EHS	Pissarra, Celine	World Language Honor Society Club Co-Advisor	Volunteer	$0.00	
EHS	Braglio, Steve	Yearbook Advisor HS (Tattler)	Contract	$5,865.00	
EHS	Braglio, Steve	Yearbook Business Advertising HS	Contract	$682.00	
EHS	Spengler, Mark	Young Democrats Club	Club D	$2,041.00	Replacing A. Zazo
EHS	Shook, Julie	Young Republicans Club	Club C	$1,615.00	

COLLECTIVE BARGAINING AGREEMENT

EAST PENN SCHOOL DISTRICT

AND

EAST PENN EDUCATION SUPPORT PROFESSIONALS, PSEA/NEA

ADMINISTRATIVE ASSISTANT,
INSTRUCTIONAL ASSISTANTS, STAFF ASSISTANTS AND
HEALTH ROOM NURSE
AND ACADEMIC SUPPORT ASSISTANTS
EMPLOYEES

July 1, 2022 - June 30, 2027

AGREEMENT

I. RECOGNITION

The East Penn Education Support Professionals, PSEA/NEA, of the East Penn School District, hereinafter called the Bargaining Agent, is hereby recognized by the East Penn School District, hereinafter called the Employer, as the Bargaining Agent for the subdivision of the employer unit comprised of Administrative Assistants and Instructional Assistants, Staff Assistants and Health Room Nurse employees, and Academic Support Assistants, but not to include substitute, casual or confidential employees, hereinafter called the Bargaining Unit under the conditions of Pennsylvania Law (Act 195 of 1970, as amended) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily, without undue or unlawful coercion or force by either party.

II. TERM OF AGREEMENT

The term of this agreement shall begin on July 1, 2022, and shall continue in full force and effect until June 30, 2027, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

III. NO LOCK OUT -NO STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Law, (Act 195 of 1970, as amended). As a condition of the various provisions of this agreement to which the parties have agreed, the Employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this agreement and the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195 of 1970, as amended) during the term of this agreement.

IV. DEFINITIONS

Administrative Assistants, Instructional Assistants, Staff Assistants, Health Room Nurses and Academic Support Assistants collectively shall be referred to herein as “employee(s)”.

Administrative Assistants shall be referred to herein as "Full-time twelve month employees."

The parties agree to the creation of full-time non-twelve month positions. Health Room Nurses shall be transitioned to full-time non-twelve month employees for the 2022-2023 school year and referred to herein as "Full-time non-twelve month employees."

Instructional Assistants and Staff Assistants shall be referred to herein as "Part-time non-twelve month employees." During years 2-5 of this Agreement, the Employer may choose to transition a portion of Instructional Assistants and/or Staff Assistants to full-time non-twelve month positions,

at which time those specific positions would be referred to herein as "Full-time non-twelve month employees."

Academic Support Assistants shall be referred to herein as “Part-time non-twelve month employees”.

V. WAGE PROVISIONS

The parties agree that wages to be effected by this agreement are accurately reflected in Appendix A, made part of this agreement, and that the schedule of wages set forth in Appendix A shall be the schedule which shall remain in force for the period of this agreement.

In the event that the term of this agreement shall be extended as provided in Article II, and in the event that the mutually agreed upon changes result as a condition of such extension, then a revised Appendix A shall be executed by the parties and attached to and made part of this agreement.

VI. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix B attached to and made part of this agreement.

Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Article II, shall be evidenced by a revised Appendix B which shall be executed by the parties and attached hereto and made part of this agreement.

VII. PROBATIONARY PERIOD

Notwithstanding the schedule of wages and benefits stated elsewhere in this agreement, a ninety-calendar day probationary period shall be established for all newly hired employees. The probationary period shall begin on the employee’s first day of work. Employees rehired following a resignation shall be considered newly hired employees; however, employees rehired following a resignation due to internal transfer within the bargaining unit shall serve a reduced probationary period of forty-five (45) calendar days, provided the ninety (90) calendar day new hire probationary period has been satisfied, and immediately be eligible for all benefits including leave benefits. A probationary employee may be summarily dismissed by the Employer without challenge. The Bargaining Agent may represent such probationary employee in the handling of grievances other than those relative to dismissal, but such grievances shall not be subject to arbitration. A probationary employee shall receive the insurance and wage benefits of a regular employee. Probationary employees are not eligible for leave benefits such as sick, emergency, personal, bereavement, holidays or vacation days.

VIII. GRIEVANCE PROCEDURE

It is in the interest of the general public, and in the interest of the school children that both employer and employee serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances, which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix C attached hereto and

made part of this agreement. If more than one method of determination is available to an employee, the employee must select his/her choice of determination within ten (10) calendar days of receipt of charges from the employer.

IX. JOB SECURITY AND PROGRESSION

The parties hereby aver that the job security provisions of the Pennsylvania Statutes as they apply to the various classes of employees in the Bargaining Unit represent their complete agreement and that said provisions shall govern the manner in which the job security, job progression and reduction in force practices shall be effected with respect to members of the Bargaining Unit. The Employer agrees to post notices of vacancies when they occur in the District for a minimum of one (1) calendar week. A copy of the posting will be mailed or e-mailed to a designated member of the Bargaining Unit. Regular employees may apply to fill such vacancies. However, the selection of the person to fill any position is at the sole discretion of the Employer and shall not be subject to the Grievance Procedure nor to binding arbitration.

All full-time twelve month and full-time non-twelve month employees will be provided with two (2) days of training if newly hired and one (1) day of training if requested when transferred. All training will be provided by another employee in the same classification as directed by the Employer.

Any transfers within the District will occur within sixty (60) days from the date the position is offered and accepted by the replacement employee.

Any employee transferred by the employer to another position within the bargaining unit shall not be decreased in pay as a direct result of the involuntary transfer. Said employee shall receive the greater of either their current hourly rate/salary or the starting rate/salary for their new classification. Employees electing to transfer to another position within the bargaining unit shall receive the hourly rate/salary assigned to the new classification.

X. WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

XI. ACADEMIC SUPPORT ASSISTANTS

Section 1 – Accretion and Recognition

The East Penn Education Support Professionals, PSEA/NEA, is recognized as the exclusive collective bargaining representative for Academic Support Assistants employed by the East Penn School District, as accreted into the Bargaining Unit pursuant to Pennsylvania Labor Relations Board Unit Clarification proceeding No. PERA-U-25-287-E.

Section 2 – Classification and Job Title

The position formerly designated "Remedial Assistant" is hereby retitled "Academic Support Assistant." The terms "Academic Support Assistant" and "ASA" as used in this Article refer to all employees in this classification. Academic Support Assistants are part-time non-twelve month employees.

Section 3 – Work Year and Hours

Academic Support Assistants are employed on a variable hourly schedule not to exceed twenty-nine (29) hours per week. The work year for Academic Support Assistants shall be one hundred seventy-two (172) days per school year. The assignment of hours is at the sole discretion of the Employer, and no Academic Support Assistant is guaranteed a minimum number of hours per week or per year. Schedules are Monday through Friday; actual work hours depend upon building assignment. Each Academic Support Assistant shall be entitled to one-half (½) hour of preparation time and one-half (½) hour of unpaid lunch break daily.

Elementary Level: Duration shall be September through May of each school year.

Secondary Level: Duration shall be August through May of each school year.

Section 4 – Compensation

Effective July 1, 2026, Academic Support Assistants shall be compensated at the following hourly rate:

Academic Support Assistant Rate: $25.13 per hour

Section 5 – Probationary Period

All newly hired Academic Support Assistants shall serve a ninety (90) calendar day probationary period commencing on the first day of work. During the probationary period, the employee is not eligible for leave benefits, including sick days and personal days. A probationary Academic Support Assistant may be summarily dismissed by the Employer without challenge through the grievance procedure.

Section 6 – Leave Benefits

The following leave benefits apply exclusively to Academic Support Assistants. Leave benefits not specifically enumerated in this Article are not available to Academic Support Assistants.

A. Sick Days (maximum of five (5) paid sick days per year)

1. Sick days may be taken in allotments of half or full days.

2. Requests for sick days shall be entered into the District's absence management system (currently Aesop).

3. Unused sick days carry over from year to year.

4. Upon severance of employment, unused accumulated sick days are not paid out.

B. Personal Day (one (1) paid personal day per year)

1. Academic Support Assistants who commence employment on or after January 1 of any school year shall not receive any paid personal day for that school year.

2. Personal days do not carry over from year to year and are not paid out upon severance.

3. All personal days are subject to the following conditions:

a. Paid hours are determined by the hours normally worked on the day the leave is taken.

b. Requests shall be submitted through proper means at least three (3) working days in advance; cancellations must occur in writing by noon of the preceding work day.

c. Requests shall be granted on a first-come, first-served basis.

d. Personal leave is not available to probationary employees.

e. Personal days may be used in full-day or one-half-day increments.

C. Days Off Without Pay – Deduct Days (maximum of two (2) per year)

1. Deduct days may be taken in full or half-day increments.

2. Requests for deduct days shall be entered into the District's absence management system.

3. Deduct days do not carry over from year to year.

Section 7 – Inclement Weather Days and Flexible Instructional Days

1. Academic Support Assistants shall receive their normal hourly pay for their full scheduled day for inclement weather days that are utilized and not subsequently made up.

2. Academic Support Assistants shall also receive their normal hourly pay for their full scheduled day when there is a delayed opening or early dismissal due to inclement weather.

3. In the event the District utilizes flexible instructional days (FIDs), no Academic Support Assistant shall suffer any loss in pay and shall be compensated at the normal hourly rate for the normal number of hours worked per day for each respective FID, up to a maximum of five (5) such days in any school year. Academic Support Assistants may be assigned duties on flexible instructional days.

Section 8 – Payroll

Academic Support Assistants shall be paid every other Thursday through the District's payroll direct deposit program. All Academic Support Assistants are required to participate in the Employer's payroll direct deposit program.

Section 9 – Grievance Rights

Academic Support Assistants shall have access to the grievance procedure set forth in Appendix C of this Agreement. Notwithstanding any other provision of this Agreement or Appendix C, any grievance arising under this Article must be presented in writing within sixty (60) calendar days of the occurrence giving rise to the grievance. This sixty (60) calendar day limitation period is a substantive term of accretion and shall not itself be subject to the grievance procedure or to binding arbitration.

XII. ACCEPTANCE OF AGREEMENT

In witness thereof, the parties have duly executed this agreement on this _____ day of _____, 2026.

EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

By:_____
Shonta E. Ford, President

_____
Kristen Campbell, Superintendent OR
Robert Saul, Business Administrator

Attest:_____
Miranda Ortiz, Board Secretary

EAST PENN EDUCATION SUPPORT
PROFESSIONALS, PSEA/NEA

By:_____
Association President

_____
Chief Negotiator

_____

_____

_____

APPENDIX "A"

WAGE PROVISIONS

1. The employee Wages, as shown on pages 6 and 7 in this appendix, shall be in effect for all employees during the 2022-2023, 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

2. Full-Time twelve month and full-time non-twelve month employees are employed on a seven (7) hour per day, thirty-five (35) hour work week and overtime, at the regular rate, shall be paid for work performed after the 35th hour and through the 40th hours. After the 40th hour, payment shall be at 1-1/2 times the regular rate.

3. Part-Time non-twelve month employees are employed on a variable hourly work week not to exceed twenty-nine (29) hours per week.

4. Full-Time twelve-month employees shall be paid an extra day's pay, or fraction thereof, for work performed on a holiday enumerated within Appendix B, calculated on the basis of their hourly rate multiplied by the hours worked.

5. All employees of the Bargaining Unit are required to participate in the Employer's payroll direct deposit program.

6. No employee of the Bargaining Unit shall receive a yearly wage less than the current starting wage for the employee's classification with appropriate adjustment for past discrepancies.

7. All non-twelve month employees shall be paid at an hourly rate for those days actually worked, exclusive of sick, personal days and five (5) paid holidays. These days will be paid at a rate determined by the hours normally worked on the day the leave is taken. Vacation entitlements do not accrue to non-twelve month employees.

8. In the years containing 27 pay periods, all employees in the Bargaining Unit will have a three week pay period between pay dates in August in order to accomplish bi-weekly pays throughout the year.

9. Employees rehired following a resignation shall not be credited for prior service.

WAGE RATES

2022-2023:

Administrative Assistants shall receive a $3.00 per hour increase.

Health Room Nurses shall receive a $4.00 per hour increase.

Staff Assistants shall receive a $2.52 per hour increase.

Instructional Assistants shall receive a $3.52 per hour increase.

2023-2024 through 2026-2027:

The increase in wages will be based upon the adjusted Act 1 Index for Years 2 through 5 of the Agreement.

Notwithstanding the foregoing, there will be a 3% annual cap on wage increases based upon the adjusted Act 1 Index, as well as a 1.7% annual floor.

NEW HIRE RATES

Bargaining Unit employees hired on or after July 1, 2022, will receive a beginning wage rate based on their classification and hire date below:

Administrative Assistants	
7/1/2022 to 6/30/2023	$19.49 per hour
Instructional Assistants	
7/1/2022 to 6/30/2023	$19.10/hour
Staff Assistants	
7/1/2022 to 6/30/2023	$18.10 per hour
Health Room Nurse	
7/1/2022 to 6/30/2023	$26.61 per hour

For 2023-2024, and 2024-2025, 2025-2026, and 2026-2027, all new hire rates shall increase by the adjusted Act 1 Index (as determined by PDE) subject to an overall annual cap of 3% and an overall annual floor of 1.7%.

APPENDIX "B"

OTHER EMPLOYEE BENEFITS

Personal Illness

In any school year whenever full-time twelve month employees are prevented by personal illness, accidental injury from following his/her occupation, or the illness of an immediate family member, the Employer shall pay said employee for each day of absence the full wages to which the employee may be entitled, as if said employee were actually engaged in the performance of duty, for a period of twelve (12) days for employees working on a twelve (12) month basis. Such leave shall, if not used, be cumulative from year to year, without limitation, and all or any part of such accumulated unused leave may be taken in any one or more school years. Sick leave is not available to probationary employees. Full-time twelve month employees may take sick leave in full-day or half-day increments.

In any school year whenever full-time non-twelve month employees are prevented by personal illness, or accidental injury from following his/her occupation, or the illness of an immediate family member, the Employer shall pay said employee for each day of absence the full wages to which the employee may be entitled, as if said employee were actually engaged in the performance of duty, for a period of nine (9) days. Such leave shall, if not used, be cumulative from year to year, without limitation, and all or any part of such accumulated unused leave may be taken in any one or more school years. Sick leave is not available to probationary employees. Full-time non-twelve month employees may take sick leave in full-day or half-day increments.

In determining the leave to be credited during the first year of employment, it shall be computed on the basis of allowing one (1) day for each month of regular full time employment from September to May of the current school year. The employee must have worked at least one-half of the available workdays in the initial month in order to have said month credited.

After full-time twelve month and full-time non-twelve month employees have been paid the maximum number of days of sick leave to which he/she is entitled in any year, he/she shall be paid one-half (1/2) of his/her wages for a period not to exceed a total of ten (10) days during one (1) school year, with the determination of such leave for first year employees being on a pro-rata percentage basis determined by the number of months employed prior to June 30 divided by the number of months employed annually.

In any school year, whenever part-time non-twelve month employees are prevented by personal illness, accidental injury from performing his/her occupation, or the illness of an immediate family member, the Employer shall pay said employee for each day of absence the full wages to which the employee may be entitled, as if said employee were actually engaged in the performance of duty, for a period of seven (7) days. Such leave shall, if not used, be cumulative from year to year, without limitation, and all or any part of such accumulated unused leave may be taken in any one or more school years. Sick leave is not available to probationary employees. Part-time non-twelve month employees may take sick leave in full-day or half-day increments.

No employee's wages shall be paid if an injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

The Employer reserves the right to require the employee to submit a medical excuse or, at the Employer's option, to be examined by a school physician before paying any sick leave. Except in unusual circumstances, the employee will be apprised of this requirement prior to its request.

Health, Medical and Group Term Life Insurance

1. During each year of this agreement, the Employer shall pay the full cost of premiums, less sixty-five dollars ($65) monthly co-pay for individual coverage and one hundred forty dollars ($140) monthly co-pay for non-individual, for full time twelve month employees for the following:

a. All full-time twelve month employees will be offered health care coverage through a Preferred Provider Option 6 (PPO 6), subject to the division of the premium costs set forth above. This plan includes a $500 in network individual deductible; $1000 in network family deductible, 100% coinsurance, $20 office copay and $35 ER copay. This coverage also includes a Prescription Drug program ($10.00 generic prescription/$30.00 brand name prescription. A mail order service for maintenance drugs is included with $10.00 generic, $30.00 brand deductible for a ninety (90) day supply).

b. The School District reserves the right to choose an alternate medical insurance carrier plan as long as the coverage is comparable to the existing plan.

c. New Employees will be given 30 days from their date of hire to select a Health Benefit Plan. Employees will have the ability to change plans during open enrollment or a qualifying event.

d. The Association understands and agrees that any and all changes unilaterally implemented by any health benefit plan, prescription drug insurance carrier, and/or dental insurance carrier will not be subject to the Grievance Procedure set forth in this Collective Bargaining Agreement.

e. Dental insurance coverage through a plan substantially equivalent to the program offered by United Concordia — either Concordia Flex (traditional) or Concordia PLUS (DHMO).

f. Election of any change in dependent coverage shall be made, in writing, by May 31st of each year, or within thirty (30) days of the qualifying event.

2. During each year of this agreement, the Employer shall pay the full cost of premiums with no monthly employee premium contribution for full-time non-twelve month employees for the following:

a. All full-time non-twelve month employees will be offered employee only health care coverage through a High Deductible Health Plan that includes an integrated prescription drug plan and $8,700 in network individual deductible for calendar

year 2022. On January 1 of each subsequent year the individual deductible shall be adjusted to the US Department of Health and Human Services (HHS) maximum out of pocket for Affordable Care Act compliant plans.

b. The School District reserves the right to choose an alternate medical insurance carrier plan as long as the coverage is comparable to the existing plan.

c. New Employees will be given 30 days from their date of hire to select a Health Benefit Plan. Employees will have the ability to change plans during open enrollment or a qualifying event.

d. The Association understands and agrees that any and all changes unilaterally implemented by any health benefit plan, prescription drug insurance carrier, and/or dental insurance carrier will not be subject to the Grievance Procedure set forth in this Collective Bargaining Agreement.

e. Dental insurance coverage through a plan substantially equivalent to the program offered by United Concordia — either Concordia Flex (traditional) or Concordia PLUS (DHMO).

f. Election of any change in dependent coverage shall be made, in writing, by May 31st of each year, or within thirty (30) days of the qualifying event.

3. All part-time non-twelve month employees that work greater than 25 hours per week will be provided with the option of purchasing through the Section 125 Plan, individual medical benefits with the cost of the coverage to be fully paid by the employee.

4. All bargaining unit employees (regardless of hours worked) shall be eligible for Group Term Life Insurance in the amount of $25,000, subject to mandatory age based reductions, if any, as may be required by the insurance carrier. New Employees will be given 30 days from their date of hire to elect Group Term Life Insurance.

5. All full-time twelve month and full-time non-twelve month employees in the Bargaining Unit shall be provided, at District expense, a plan of income benefits in cases of disability extending beyond sick leave eligibility, subject to the following conditions.

a. A period of thirty (30) calendar days must have elapsed since first loss of work due to the condition or all sick leave entitlements shall have been exhausted, whichever is later;

b. Benefits are payable for employees during eligible disability for a maximum of 26 weeks or to age of 70, whichever is sooner;

c. Benefits shall be 50% of the employee's basic weekly wage from East Penn employment, payable only during the employee's normal work weeks;

d. Only regular employees averaging more than 30 hours/week shall be eligible--probationary and casual employees shall not be eligible;

e. The employee is required to furnish a physician's statement certifying to need, said certification being subject to mutual and/or periodic review at least every 30 days through a physical examination by a physician chosen by the Employer; and,

f. Benefits are not payable for any period of disability (1) during which the employee is not under the regular care of a physician, (2) resulting from injury due to an occupational accident or sickness which is covered by Workmen's Compensation or similar legislation, (3) resulting from war or any act of war, service in the armed forces of any country, (4) resulting from participation in or attempt to commit an assault or felony, or from any intentionally self-inflicted injury, or (5) caused by or resulting from pregnancy except as otherwise specifically required by law.

6. The Employer shall make available a vision care program for all full-time twelve month and full-time non-twelve month employees subject to the following:

a. The employee or one dependent may be reimbursed annually up to $150.00 for examination by a licensed vision care practitioner and/or changes of lenses prescribed by such licensed vision care practitioner for each year of this Agreement.

b. Reimbursement must be made within ninety days of the examination; and

c. The Business Office will establish procedures for the program and will issue payments to the employee only.

7. Eligibility for all insurance coverages is effective as soon after the effective date of employment as the carrier will make the same available.

8. All full-time twelve month employees and full-time non-twelve month employees in the bargaining unit may opt out of the District's medical insurance plan and receive a bi-weekly payment equivalent to $1800 yearly through the provisions established within the Section 125 Plan. Proof of existing coverage to qualify for the monthly payment is required. Any cash payment is subject to the applicable local, state, and federal income taxes. Employees will have an annual option to enroll in the District's medical insurance plan. Significant changes in family status including but not limited to: marriage or divorce, death, termination of employment of a spouse or changes in employment status qualify as events that will allow the employee to re-enroll in the District medical insurance program after providing proof of the family status change.

Vacations

Only full-time twelve-month employees are eligible for vacation. The following procedure shall be employed:

1. Vacations shall be scheduled by the responsible management person in a manner that assures staff balance and minimum interference with the efficient and orderly operation of the office and/or school. Vacations are to be taken during the period of July 1 to June 30 of the following year and are cumulative from year to year at a maximum of five (5) days per year. If for some reason other than merely failure to take vacations, such as illness or severance of employment, the vacation cannot be taken in the stated time period, monetary compensation or

compensatory time will be provided on the basis of a regular day's pay for the time earned for vacation;

2. Employees whose service began after July 1 earn vacation on the basis of .833 days for each month of regular full time employment prior to June 30 of the current school year. The employee must have worked at least one-half of the available workdays in the initial month in order to have said month credited;

3. The "first year" of employment is defined as the period of time from the initial date of work through the next June 30, inclusive. No vacation may be taken during the "first year" of employment. During the second year of employment, vacation days may be taken equal to the number earned during the "first year" as provided in paragraph 2 above. In subsequent years, the following scale will prevail, based on uninterrupted service:

During Year of Employment (ending 6/30)	Vacation Days	During Year of Employment (ending 6/30)	Vacation Days
1	0	9	15
2	Variable .833/mo	10-11	16
3-5	10	12-13	17
6	11	14-15	18
7	13	16 or more	20
8	14		

Work Year

Full-time twelve month employees shall report for work in accordance with a work calendar published by the Employer which, during the school term only, shall follow the school calendar as provided for teachers, but shall include the reporting for work on all teacher in-service days, on the Friday immediately preceding Labor Day. Beyond the school term, all full-time twelve-month employees are to be provided with a paid holiday for Independence Day.

Paid Holidays

Full-time non-twelve month employees and part-time non-twelve month employees shall receive five (5) paid holidays during the school year including, New Year's, Memorial, Labor, Thanksgiving and Christmas Days, which will generally not be used as makeup days for school closure days.

In the event a paid holiday falls on a non-scheduled workday (i.e., a weekend), employees will be compensated for said day for the non-scheduled workday.

It shall be the responsibility of all supervisors of such employees to request their reporting for work for emergency or unusual circumstances only, with the prior approval of the Superintendent, on other school term days, holidays, or when schools are closed. When such employees report for work on such enumerated days, they shall be provided with a compensatory day off or paid for the

work performed, as provided in Appendix "A", all at the discretion of the Superintendent of Schools, subject to a maximum accumulation of 240 hours per year.

Inclement Weather

All Employees shall receive their normal hourly pay for their full day for inclement weather days that are utilized and not subsequently made up. All Employees shall also receive their normal hourly pay for their full day when there is a delayed opening or early dismissal due to inclement weather. Employees may be assigned duties during these times.

In the event that the District utilizes flexible instructional days, no Employee shall suffer any loss in pay and shall be compensated at their normal hourly rate for the normal number of hours worked per day for each respective flexible instructional day, up to a maximum of five (5) such days in any school year. Employees may be assigned duties on flexible instructional days.

Emergency Day

Effective July 1, 2022, all emergency leave provisions in the Collective Bargaining Agreement shall be eliminated.

Personal Day

All full-time twelve month employees shall be entitled to four (4) paid personal days per year.

All full-time non-twelve month and part-time non-twelve month employees shall be entitled to three (3) paid personal days per year. Full-time non-twelve month and part-time non-twelve month employees starting after January 1 of any school year will receive two (2) paid personal days, after their probationary period. Employees starting after March 1 will not receive any paid personal days for the school year.

All personal days are subject to the following:

1. Determined by the hours normally worked on the day the leave is taken;

2. No more than ten percent (10%), but not less than one person, in the Bargaining Unit in one building shall be granted a request for the same day;

3. Excluded are the first five working days after the opening of school in the fall, and the last five working days immediately before the close of school for summer vacation;

4. Request shall be made through the proper means at least three (3) working days in advance; however, any cancellation must occur in writing by noon of the preceding work day; and,

5. Request shall be granted on a first-come, first-served basis for any specific day.

6. Personal leave is not available to probationary employees.

7. Personal days can be used in full-day or one-half day increments

Association Leave

The Employer shall grant leave with pay in order to permit the Association to send its representatives to conferences of PSEA or conduct other Association business. The total leave shall be limited to ten (10) days during each school year of the Agreement for all, not each of the Employee-representatives of the members. The Association President shall notify the Superintendent's office and immediate supervisor one (1) week prior to the intended use of these days.

Quarantine

Employees absent from duty by reason of quarantine by the Board of Health, such quarantine directly traceable to school contact, shall receive full benefit of wages regardless of sick leave. Any other personal quarantine shall be governed in accordance with sick leave.

Deaths and Funerals

Employees shall be allowed up to five (5) days of absence without loss of pay in the event of a death in the immediate family. The employee shall report for duty on the next regular working day following the expiration of five (5) consecutive leave days within seven (7) calendar days, and shall not forfeit any wages for any of the five (5) days.

Should the date of the funeral/service be more than five (5) consecutive working days after the death, the employee shall have the option of returning to work after taking any bereavement leave and then resuming their bereavement leave on the day(s) immediately before, during, and after the funeral/service not to exceed fourteen (14) calendar days after the death. If this option is exercised, the total days absent for bereavement shall not exceed five (5) working days.

The term "immediate family" shall be understood to include the following: wife, husband, mother, father, son, daughter, sister, brother, guardian, grandmother, grandfather, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepbrother, stepsister, stepfather-in-law, stepmother-in-law, step-daughter and step-son. Similar absence will be allowed in case of the death of a near relative, provided they resided in the same household as the employee, immediately preceding the death.

All employees will be allowed one (1) day, with full pay, to attend the funeral of a near relative as follows: first cousin, aunt, uncle, niece, nephew, brother-in-law and sister-in-law. All employees are required to specify the exact relationship of the deceased to the employee.

Court Appearance

Any employee who shall be required to be present as a party or witness in a Court of Record shall be excused from duty without loss of pay for the period of such attendance, provided such absence does not exceed three (3) working days in any one (1) year of the Agreement. This excused absence shall not apply and the employee shall not be paid for absences while a party or a witness in a Court of Record in cases in which the East Penn School District or any of its Board of Directors

or administrative staff are adverse parties in their official capacity to the employee, the Association or other members of the Bargaining Unit or some person or bodies acting in the interest of the employee, Association, or other Members of the Bargaining Unit. If any employee is found guilty of a criminal offense, he/she shall forfeit any pay for the period of absence. A "Court of Record" is defined as a Court of Common Pleas of the Commonwealth of Pennsylvania (including compulsory Arbitration proceedings), Commonwealth Court of the Commonwealth of Pennsylvania, the Superior Court of the Commonwealth of Pennsylvania and the Supreme Court of the Commonwealth of Pennsylvania.

Jury Duty

Any employee who shall be called for non-voluntary jury duty determined by random selection by a court of record shall be excused from duty without loss of pay for the period so required. Employees so called shall be paid their daily rate of pay, as determined, in Appendix A, less the daily amount paid to them by the court.

School Calendar Alterations

In case of weather emergencies or work stoppage by other unions causing a reduction in the number of originally scheduled holidays, all full-time twelve month employees will report on such previously scheduled holidays but, if the schedule change results in an increase in the number of originally scheduled working days, they will be provided a compensatory day off or be paid for work performed, at the Superintendent's discretion.

Long Term Leaves

The Employer shall grant childbearing/childrearing leave to any regular employee in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended. A verifying physician's statement shall be required and must be attached to the leave request. Reasonable time, as defined in the above Acts, shall be twelve (12) months. The exact returning date shall be determined by the Superintendent after consulting with the employee, and attending physician if necessary. Employees must provide at least 30 days written notice of intent to return from leave, and if medically related, must attach a statement from their physician regarding their fitness to perform the required duties.

For employees on either a Board approved childbearing/childrearing or general leave, the employee must have worked a majority of days, including holidays and vacations, in any fiscal year in order to receive service increments for future wages or vacation entitlements. All entitlements will be prorated by the actual date of return to work.

Family and Medical Leave Act (FMLA)

The Employer shall comply with the provisions of this Federal law, including the following clarifying provisions. If an employee is eligible under the law, the following definitions will apply:

1. If both spouses are employed by the District, the leave eligibility shall be limited to an aggregate of 12 weeks for both employees, unless the leave is due to the serious health condition of the applicant employee.

2. The calculation of the leave year (12 month period) shall be determined on a rolling 12 month period measured backward from the date the leave is first requested and/or used by the employee.

3. Leave may not be taken on an intermittent basis if it is due to the birth or placement of a child.

4. A request for a foreseeable leave shall be at least 30 days in advance.

5. All other paid or unpaid leave provided by this agreement or statute shall coincide with leave entitlements under this section.

6. Certification from a health care provider to both commence and terminate leave under this section shall be mandatory.

7. No employee shall be required to utilize paid vacation or paid personal leave for any FMLA absence in which the employee does not request to receive such leave.

Section 125 Plan

Both parties agree that the Employer has the right to implement and expand options of a Section 125 Plan. Participation by employees shall be voluntary.

Payroll Deduction for Union Dues

A specific number of payroll deductions for the Bargaining Agent dues will be made, all as determined by the Bargaining Agent and the Business Office. The Bargaining Agent shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of action taken by the Employer and relying upon document furnished by the Bargaining Agent to the Employer regarding payroll deductions, it being understood that the Employer's function is entirely ministerial.

Employer will provide the Bargaining Unit with a bulletin board and access to work mailboxes for sharing Association information. In addition, the Association will be provided with the ability to meet with all new ESP hires within the first week of employment.

Severance Allowance

Upon severance of employment of a full-time twelve month employee for purposes of applying for a retirement allowance, including a disability retirement allowance as approved by the Public School Employee Retirement Board, and when the filing of such application for retirement allowances immediately follows the severance of employment, full-time twelve month employees in the Bargaining Unit so retiring shall be paid a severance allowance equal to the number of days of unused accumulated sick leave as determined by a certified statement from the employment records, multiplied by $22.00, provided that for severance allowance only, the number of unused sick days credited during the school year of retirement shall be one day for each month of employment in that school year. In the event of the death of the employee, such payment shall be made to the proper party in accordance with law.

Seniority Layoff

If furloughs/layoffs were to occur, such furloughs/layoffs would be seniority based (in each respective classification, e.g. Administrative Assistant, Instructional Assistant, Staff Assistant, and Health Room Nurse) on a last in, first out method. Any member furloughed/laid off shall have full recall rights based on seniority. For this purpose, seniority shall be defined as the amount of uninterrupted service in the respective classification, exclusive of time on maternity leave or general leave. Ties shall be broken by the order in which appointments are made in the official school board minutes. The employee scheduled for layoff shall be allowed to bump a less senior employee within the same classification or that of a part-time non-twelve month employee provided that the more senior employee has the knowledge, skills and abilities to perform the work of the less senior employee or part-time non-twelve month employee. A bump must occur within five (5) working days of notification and is limited to one (1) bump for each employee for each furlough. The District must maintain no less than one (1) full-time twelve month or full-time non-twelve month employee within each office or the District must maintain the current number of full-time twelve month or full-time non-twelve month employees within each building of the District.

Employee Transfers/Promotions

Any Employee moving from part-time to part-time, part-time to full-time, or full-time to full-time within the Bargaining Unit shall carry with them all accrued benefits, including but not limited to sick days, personal days, vacation days, and the emergency day. However, any employee moving from full-time to part-time status may only carry with them the accrued benefits that are provided to part-time employees.

Meet and Discuss

The Employer agrees that its representatives will Meet and Discuss with authorized representatives of the Bargaining Agent, as provided for in Section 702 of the Public Employee Relations Act, upon the request of the Bargaining Agent. The number of representatives of each party shall not exceed five (5). Any disputes arising out of said discussions shall not be subject to the Grievance Procedure nor to binding arbitration under the term and conditions of this Agreement, provided, however, that the Bargaining Agent can grieve the failure of the board to provide an opportunity

for Meet and Discuss at reasonable times to discuss recommendations submitted by the Bargaining Agent.

The District will establish a Labor Management Committee to discuss issues that are not contractual. The committee will meet at least twice a year and as otherwise mutually agreed upon to discuss issues that are of mutual interest to both parties. The committee will be co-chaired by a representative from the District and a representative from the Association.

Lunch Period

Part-time non-twelve month employees shall have an uninterrupted lunch break without student or teacher disruption when scheduled.

Employees working less than five (5) hours per day shall not be entitled to an unpaid lunch break.

Rest Period

A rest period of no more than fifteen (15) minutes per day will normally be provided during the work day for all employees who work twenty-five (25) or more hours in a normal work week. Such rest periods are not guaranteed in the event of unusual work circumstances. If daily rest period is not taken at the discretion of the employee, the time may not be accumulated and utilized as non-work time.

Full-time Twelve Month Employee Bonus Plan

All full-time twelve month employees shall receive $21.00 per hour after the completion of an employee development class for their voluntary participation and satisfactory completion of up to a maximum of fourteen (14) hours of professional development related to improvement of job skills. The hours must be completed outside of the normal working day between July 1 and June 30 of each fiscal year. Professional development activities may include: attendance at conferences, seminars, workshops sponsored by other organizations or agencies, attendance at workshops sponsored by the East Penn Employee Development Program, and training sessions or course work offered by intermediate units, technical institutes, community colleges, business schools or colleges.

Schedule Changes

If a situation arises within a building where additional part-time non-twelve month employee hours have been approved which total less than 12.5 hours per week, these hours may be added to a current employee(s) within that building. No posting will be required nor will this be considered a change in working conditions. Selection criteria will obtain as follows: 1) qualifications; 2) length of service within the building; and 3) district seniority.

Professional Dress and Conduct

Employees of the East Penn School District should dress and conduct themselves in a professional manner fitting their working conditions and duties. Safety and professional image should also be considered.

PSP Certification

East Penn School District will provide a onetime stipend of five hundred dollars ($500) to any full-time twelve month employee upon attaining the final level certification as a Certified Educational Office Employee (CEOE) in the Professional Standards Program (PSP). The five hundred dollar ($500) stipend will be paid within thirty (30) days of presenting certification verification to East Penn School District.

Full-time Twelve Month Employee Substitute

In order to maintain the continuity of each department a database of substitute full-time twelve month employees will be established by Human Resources. This database of names will be used in the instance when a full-time twelve month or full-time non-twelve month employee will be out of work for an extended period (greater than five (5) days) excluding vacations. The substitute shall remain as consistent to the department as possible. If a substitute is unavailable a temp service shall be utilized. Daily compensation for substitute full-time twelve month and full-time non-twelve month employees will be established annually.

Certifications

Health Room Nurse employees shall be reimbursed the full cost for any state or federally required licensure or certifications to fulfill their Health Room Nurse functions.

Subcontracting

The District shall have the right to subcontract the performance of any operation or work which:

1. Arises from economic necessity, provided, however, that the District shall meet with the Union prior to the notification of the member of the bargaining unit involved for the purposes of discussing possible methods of avoiding layoff and possible means of minimizing the effect upon the Employee involved; or

2. Requires skills, time, equipment, or capacities not available in the District; or

3. Does not result directly in the layoff of Employees; or

4. Arises out of an emergency.

As the result of the foregoing, the Association will withdraw with prejudice the Unfair Labor Practice filed with the PLRB.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ADMINISTRATIVE ASSISTANTS, INSTRUCTIONAL ASSISTANTS, STAFF ASSISTANTS, AND HEALTH ROOM NURSE EMPLOYEES

AND

THE EAST PENN SCHOOL DISTRICT

June 30, 2020

The parties agree that positive public relations and the exhibition of a professional image by all support staff are vitally important to the success of the organization.

Therefore, the parties agree that job improvement activities are an integral part of work obligations. As such, the Bargaining Agents is committed to assisting the Board in developing appropriate on-going activities. The Bargaining Agent pledges that it will be actively involved in district Employee Development Committees.

In turn, the Board is committed to providing reasonable funding for such activities. The Board will, at its sole discretion and not subject to the grievance procedure nor binding arbitration, determine which activities will be deemed appropriate.

EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

By:_____
_____, President

EAST PENN ADMINISTRATIVE ASSISTANTS, INSTRUCTIONAL ASSISTANTS, STAFF ASSISTANTS, AND HEALTH ROOM NURSE EMPLOYEES

By:_____
_____, Representative

Date:_____

APPENDIX "C"

GRIEVANCE PROCEDURE

The parties to this agreement agree that the following procedure shall obtain in resolution of employee grievances arising out of the interpretation of the terms of this Agreement:

STEP I: The employee or employees initiating the alleged grievance shall present the same in writing, and on a form provided by the employer, within five (5) working days after its occurrence--

In all school offices: To the Principal

In Business, Food Services, Central Administration and other Offices: To the management person immediately responsible for direction of the employee.

The principal or other management person shall reply to the grievance within five (5) working days after initial presentation of the grievance.

STEP II: If the action of Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the district Superintendent of Schools within five (5) working days of employee receipt of the reply from the principal or other management person in Step I. The Superintendent shall reply within ten (10) working days.

STEP III: If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Board of School Directors within five (5) working days after employee receipt of the reply of the Superintendent.

STEP IV: If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties within five (5) working days after the regular Board meeting next following the date of submission of the grievance to the Board, binding arbitration may be requested as provided in Section 903 of Act 195. Such request shall be made in writing no later than ten (10) working days after Board disposition.

Working days shall be interpreted to be those days, excluding weekends and district holidays, in which district offices are scheduled to be open for business.

An employee, upon request, may be represented at all levels of grievance by a committee designated by the Bargaining Agent.

The grievant shall be entitled to keep one copy of the grievance form for him/herself, to send one copy to the Bargaining Agent and to send one copy to the Employer.

Board Policy Updates **First Reading**

Policy #	Existing Title	Title	Status	Original Adoption	Reviewers	1st Reading	2nd Reading	3rd Reading and Adoption
102	Academic Standards	Academic Standards	Existing	2/8/2016	AI, AS, S, BS	9/28/2026		
105	Curriculum	Curriculum	Existing	2/8/2016	AI, AS, S, BS	9/28/2026		
105.2	Exemption From Instruction	Exemption From Instruction	Existing	2/8/2016	AI, AS, S	9/28/2026		
204.1		Virtual Attendance and Wellness Checks	New		AI, AS, S, BS	9/28/2026		
209	Health Examinations/Screenings	Health Examinations/Screenings	Existing	6/3/2016	AI, AS, S, BS	9/28/2026		
246	School Wellness	School Wellness	Existing	8/8/2016	AI, AS, S, BS	9/28/2026		
249	Bullying/Cyberbullying	Bullying/Cyberbullying	Existing	8/8/2016	AI, AS, S, BS	9/28/2026		
704	Maintenance	Maintenance	Existing	5/22/2017	AI, AS, S, BS	9/28/2026		
803	School Calendar	School Calendar	Existing	7/10/2017	AI, AS, S, BS	9/28/2026		
805.2	School Security Personnel	School Security Personnel	Existing	12/9/2019	AI, AS, S, BS	9/28/2026		
822	Automated External Defibrillator (AED) / Cardiopulmonary Resuscitation (CPR)	Automated External Defibrillator (AED) / Cardiopulmonary Resuscitation (CPR)	Existing	9/7/2017	AI, AS, S, BS	9/28/2026		

Key:
S= Superintendent
AS= Assistant Superintendent
BS= Board Solicitor
AI= Administrative Input

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

102 Academic Standards - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
102	2/8/2016	3/9/2026	v1.3
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

PURPOSE

The Board recognizes the importance of developing, assessing and expanding academic standards to challenge students to achieve at their highest level possible. To this end, the district shall establish rigorous academic standards in accordance with, and may expand upon, those adopted by the State Board of Education.[1][2]

DEFINITION

Academic standards - what a student should know and be able to do at a specified grade level. Academic standards encompasses Pennsylvania Core Standards, **Pennsylvania Integrated Standards,** state academic standards and local academic standards.**[2]**[3]

AUTHORITY

The Board shall approve academic standards for district students to attain, in the following content areas:[2]

1. English Language Arts - **PA Core Standards**.
2. Mathematics - **PA Core Standards**.
3. Science, Technology, Engineering, Environmental Literacy and Sustainability (K-12) - **PA Integrated Standards**.
4. Social Studies – to include reading and writing - **PA Core Standards**.
5. Arts and Humanities.
6. Career Education and Work.
7. Health, Safety and Physical Education.
8. Family and Consumer Sciences.
9. World Languages.
10. Computer and Business Applications.
11. Library.
12. Counseling.

13. English Language Development.
14. **Personal Finance.**

GUIDELINES

The district's curriculum shall be designed to provide students with the planned instruction needed to attain established academic standards. **Such standards require the incorporation of education on social media literacy**.[2] **[4] [5]**

The district shall address social media literacy by providing instruction to students on the potential health and academic impacts, and safety and security concerns associated with social media use.[9]

The district shall assess individual student attainment of established academic standards and provide assistance for students having difficulty attaining academic standards.[2] **[6] [7]**

Students with disabilities may attain academic standards by completion of their Individualized Education Programs in accordance with law, regulations and Board policy.[2] **[8]**

Legal Footnotes

[1] 22 PA Code 4.11
LEGAL REFERENCE

[2] 22 PA Code 4.12
LEGAL REFERENCE

[3] 22 PA Code 4.3
LEGAL REFERENCE

[4] Pol. 105 — Curriculum
POLICY REFERENCE

[5] Pol. 107 — Provision for Planned Instruction
POLICY REFERENCE

[6] Pol. 127 — Assessment System
POLICY REFERENCE

[7] 22 PA Code 4.12
POLICY REFERENCE
Referenced policy is not available in this policy book.

[8] Pol. 113 — Special Education
POLICY REFERENCE

[9] 24-P-S-1556
LEGAL REFERENCE

Legal References

Additional References

Untitled legal reference
LEGAL REFERENCE

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

105 Curriculum - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
105	2/8/2016	3/9/2026	v1.3
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

PURPOSE

The Board recognizes its responsibility for the development, assessment and improvement of the educational program of the schools. To this end, the curriculum shall be evaluated, developed and modified on a continuing basis and in accordance with a plan for curriculum improvement.[1]

DEFINITION

Curriculum - a series of planned instruction aligned with established academic standards in each subject that is coordinated, articulated and implemented in a manner designed to result in the achievement of academic standards at the proficient level by all students.[2][3] **[4]**

AUTHORITY

The Board shall be responsible for the curriculum of the district's schools. The curriculum shall be designed to provide students the opportunity to achieve the academic standards established by the Board. Attaining the academic standards requires students to demonstrate the acquisition and application of knowledge.[1][2] **[4]**

In order to provide a quality educational program for district students, the Board shall adopt a curriculum plan that includes the requirements for courses to be taught; subjects to be taught in the English language; courses adapted to the age, development and needs of students; and strategies for assisting those students having difficulty attaining the academic standards.[1][2][5][6] **[7]** **[8]**

Special Instruction/Observances

The district's curriculum plan must also include provisions for special instruction and observances to comply with state and federal law including, but not limited to, Constitution Day and Citizenship Day, and the Bill of Rights Week.[9][10][11]

GUIDELINES

The district's curriculum shall provide the following:

1. Continuous learning through effective collaboration among the schools of this district.
2. Continuous access for all students to sufficient programs and services of a library/media facility and classroom collection to support the educational program. [12]
3. Guidance and counseling services for all students to assist in career and academic planning. [13]
4. A continuum of educational programs and services for all students with disabilities, pursuant to law and regulation. [14]
5. Language Instruction Educational Program for Multilingual Learner students, pursuant to law and regulation. [15] [16]
6. Compensatory education programs for students, pursuant to law and regulation.
7. Equal educational opportunity for all students, pursuant to law and regulation. [17] [18]
8. Career awareness and vocational education, pursuant to law and regulation. [19]
9. Educational opportunities for identified gifted students, pursuant to law and regulation. [20]
10. Regular and continuous instruction in required safety procedures. [21]

DELEGATION OF RESPONSIBILITY

As the educational leader of the district, the Superintendent shall be responsible to the Board for the district's curriculum. The Superintendent shall establish procedures for curriculum development, evaluation and modification, which ensure the utilization of available resources, and effective participation of teaching staff, students, and Board members, as appropriate. [1]

A listing of all curriculum materials shall be made available for the information of parents/guardians, students, staff and Board members. [1] [22]

With Board notification, the Superintendent may conduct pilot programs as deemed necessary to the continuing improvement of the instructional program. The Superintendent shall report periodically to the Board on the status of each pilot program, along with its objectives, evaluative criteria, and costs.

The Board encourages, where it is feasible and in the best interest of district students, participation in state-initiated pilot programs of educational research.

The Board directs the Superintendent to pursue actively state and federal aid in support of research activities.

Legal Footnotes

[1] **22 PA Code 4.4**
LEGAL REFERENCE

[2] **22 PA Code 4.12**
LEGAL REFERENCE

[3] 22 PA Code 4.3
LEGAL REFERENCE

[4] Pol. 102 — Academic Standards
POLICY REFERENCE

[5] 24 P.S. 1511
LEGAL REFERENCE

[6] 24 P.S. 1512
LEGAL REFERENCE

[7] Pol. 107 — Provision for Planned Instruction
POLICY REFERENCE

[8] Pol. 127 — Assessment System
POLICY REFERENCE

[9] 36 U.S.C. 106
LEGAL REFERENCE

[10] P.L. 108-447
LEGAL REFERENCE

[11] 24 P.S. 1541-1555
LEGAL REFERENCE

[12] Pol. 109 — Resource Materials
POLICY REFERENCE

[13] Pol. 112 — Guidance Counseling
POLICY REFERENCE

[14] Pol. 113 — Special Education
POLICY REFERENCE

[15] 22 PA Code 4.26
LEGAL REFERENCE

[16] Pol. 138 — Language Instruction Educational Program for English Learners
POLICY REFERENCE

[17] Pol. 103 — Discrimination/Title IX Sexual Harassment Affecting Students
POLICY REFERENCE

[18] Pol. 103.1 — Nondiscrimination - Qualified Students with Disabilities
POLICY REFERENCE

[19] Pol. 115 — Career and Technical Education
POLICY REFERENCE

[20] Pol. 114 — Gifted Education
POLICY REFERENCE

[21] Pol. 805 — Emergency Preparedness and Response
POLICY REFERENCE

[22] Pol. 105.1
POLICY REFERENCE
Referenced policy is not available in this policy book.

Legal References

Additional References

24 P.S. 1512.1
LEGAL REFERENCE

24 P.S. 1556 — 24-P-S-1556
LEGAL REFERENCE

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

105.2 Exemption From Instruction - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
105.2	2/8/2016	3/9/2026	v1.2
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/23/2026		

AUTHORITY

The Board adopts this policy to ensure that parents/guardians have the right to have their children excused from specific instruction that conflicts with their sincerely held religious and/or moral beliefs.[1][2]

The right to be exempt from instruction which conflicts with sincerely held religious beliefs extends to parents/guardians of students enrolled in this district when the students are under the age of eighteen (18), and to the students themselves when the student is eighteen (18) or older.

The right to be exempt from instruction which conflicts with moral beliefs extends to the parents/guardians of students enrolled in this district.

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall notify parents/guardians of this policy at least annually, at the beginning of each school year, and within a reasonable time after any substantive changes regarding the contents of this policy.

GUIDELINES

The district shall excuse any student from specific instruction, subject to the following conditions:

1. To assist the school district in ensuring that the student is excused from the correct specific instruction, the request must be made in writing and must detail the specific instruction from which the student is to be excused, including the reason(s) for the request.

2. The written request to be excused shall be sent by the parent/guardian or student who is eighteen (18) or older to the building principal. One (1) copy of the request shall be retained in the student's permanent school records, one (1) copy kept by the school principal, and one (1) copy submitted to the teacher from whose instruction the student is to be excused.
3. The written request must contain a statement that the specific instruction described conflicts with the sincerely held religious and/or moral beliefs of the student or of the parents/guardians.
4. The parent/guardian and/or student may request suggested replacement educational activities. The only permissible educational activity for this purpose shall be substantially similar instruction that is consistent with the learning objectives set for the course.
5. The building principal shall determine where the student shall report during the time the student is excused.
6. All students excused from specific instruction shall be required to achieve the academic standards established by the district as necessary for graduation. [3] [4]

Exemption from Dissection Activities

Students have the right to decline participation in an education project involving dissection, vivisection, incubation, capture or other harm or destruction of an animal or any part of an animal.[5]

The district must notify students and parents/guardians of their right to decline participation in such activities at least three (3) weeks prior to the start of the education project. Students who do not participate in such activities will be assigned an alternative education project.[5]

Legal Footnotes

[1] 22 PA Code 4.4
LEGAL REFERENCE

[2] 22 PA Code 11.7
LEGAL REFERENCE

[3] Pol. 102 — Academic Standards
POLICY REFERENCE

[4] Pol. 217 — Graduation
POLICY REFERENCE

[5] 24 P.S. 1523
LEGAL REFERENCE

Exemption From Specific Instruction Under Board Policy 105.2

Eligible Student Request Form

Please use this form to identify the exact instruction from which an exemption is requested. Please send this completed request to the student's building principal. Submit it as soon as the instruction is known so the school can coordinate the student's learning and supervision.

Student Information

Student name	School
Grade	Course or class
Teacher	Anticipated date or unit

Type of Request per policy 105.2

☐ Religious belief

☐ Moral belief

☐ Animal dissection

Specific Instruction

Identify the lesson, activity, text, media, discussion, assignment, project, or assessment component. Include dates, titles, pages, unit names, or other details that will help the school excuse the student from the correct instruction. Attach another page if needed.

Instruction from which exemption is requested

_____

_____

_____

_____

Reason and Required Statement

Briefly explain the reason for the request. The district does not require proof of religious affiliation or agreement with the belief, but it needs enough information to identify and implement the requested exemption.

Reason for the request

_____

_____

_____

Replacement Learning

Any replacement assigned under Policy 105.2 will be substantially similar instruction consistent with the course learning objectives.

Animal Dissection and Related Activities

Complete this section only if the student is declining participation in or observation of an activity involving dissection, vivisection, incubation, capture, or other harm or destruction of an animal or animal part. A religious or moral objection is not required.

☐ The student declines participation in the activity.

☐ The student declines observation of the activity.

☐ The student requests an alternative project or test that does not involve harmful use of an animal or animal parts.

Activity, course, teacher, and anticipated date, if known

_____
_____

Requester Information and Signature

I certify that I am authorized to make this request and that the information provided is accurate to the best of my knowledge. I understand that the student remains responsible for district academic standards and applicable course-credit and graduation requirements.

Requester printed name	Relationship to student
Email address	Telephone
Signature	Date

For School Use

Date received	Received by
☐**complete ☐ clarification requested**	Date clarification received
Instruction and dates covered	Student reporting location
Replacement activity or assessment	Teacher or staff responsible
Principal signature	Date family notified

Required distribution: one copy to the student's permanent school record, one copy retained by the building principal, and one copy to the teacher whose instruction is affected.

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

204.1 Virtual Attendance and Wellness Checks - NEW POLICY

POLICY NUMBER	VERSION	DOCUMENT STATUS	PRINTED
204.1	v2.2	DRAFT	9/22/2026

PURPOSE

This policy establishes standards for wellness checks for students who receive academic instruction exclusively through the district's virtual instruction program for the full school year. Wellness checks are conducted to verify attendance and to facilitate the safety and well-being of students.

AUTHORITY

The Board directs the maintenance of a wellness check process that complies with state law. [1]

This policy shall be posted on the district's publicly accessible website.[1]

DEFINITION

District employee/representative – a district teacher, administrator or other district representative who is subject to mandated reporter requirements for child abuse under the Child Protective Services Law.[2][3]

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall be responsible for implementing this policy.

It shall be the responsibility of the designated district employee/representative to administer wellness check procedures in accordance with applicable law and this policy.

GUIDELINES

Weekly Wellness Checks

Weekly wellness checks must be conducted for each student enrolled in the district's virtual instruction program who receives academic instruction exclusively through virtual means for the full school year.[1]

At least once during any week consisting of three (3) or more full or partial academic instructional days, a district employee/representative shall ensure that each student is visibly seen and communicated with in real time either, in person or through electronic means.[1]

Wellness Check Methods

Acceptable methods of conducting wellness checks include:[1]

1. A student turning on a webcam and the district employee/representative visibly seeing and communicating with the student during synchronous online instruction.
2. Virtual or face-to-face participation by the student in any of the following activities:
    a. Health screenings.
    b. Standardized testing.
    c. Advising sessions.
    d. Tutoring sessions.
    e. In person, school-sponsored activities chaperoned by a district employee/representative.

Excused Absence Exemptions

A student may be exempt from a wellness check on the day a check is attempted if the student has an excused absence pursuant to applicable attendance requirements.[1] [4][5]

If this occurs, the district shall conduct the wellness check on the next school day or another school day during the same week. If a student has an excused absence for all school days during the same week, the student shall be exempt from the wellness check requirement for that week.[1] [4][5]

Internet or Power Outage Exemptions

A student may be exempt from a wellness check when the student's household experiences a documented Internet or power outage during the day and time of the attempted wellness check.[1]

If this occurs, the district shall conduct the wellness check on the next school day or another school day during the same week following resolution of the outage.[1]

The student’s parent/guardian shall provide documentation of the outage to the district as soon as possible.[1]

Failure to Complete a Required Wellness Check

Within one (1) school day after a student fails to complete a required wellness check, the district shall:[1]

1. Make documented and ongoing efforts to complete the required wellness check and contact the student's parent/guardian using at least two (2) different methods of communication; and

2. Provide written notice to the parent/guardian, in the parent's/guardian's preferred language, stating that the required wellness check has not been completed.

Wellness Review Conference

If the required wellness check is not completed within three (3) school days following the issuance of written notice, the district shall immediately schedule a wellness review conference to occur within one (1) school day. The wellness review conference may be conducted in person or through electronic means.[1]

The wellness review conference will be conducted to:[1]

1. Complete the required wellness check through real-time visual interaction with the student;
2. Reestablish communication with the student and the student's parent/guardian; and
3. Identify interventions to facilitate future participation in wellness checks.

The wellness review conference shall convene as scheduled regardless of whether the student or the student's parent/guardian participates.[1]

In-Person Wellness Check

If a student does not participate in the wellness review conference, the district must conduct an in-person wellness check within twenty-four (24) hours of the scheduled conference, even if this time period falls on a weekend or holiday.[1]

When the district is unable to establish contact with or obtain a response from the student, the Superintendent or designee shall determine appropriate next steps based on the circumstances. Such action may include requesting a welfare check from local law enforcement and/or making a referral to Children and Youth Services.

Wellness Check Records

The district shall maintain accurate records of all wellness checks, including the date, time, method, and outcome of each check.[1]

District administrators are prohibited from altering attendance records for wellness checks after a wellness check has been performed, except to correct an identified error.[1]

Reporting Requirements

Any district employee/representative who observes an indications of abuse, neglect or harm to a child during a wellness check, wellness review conference, or related contact, the district employee/representative is required to report the concerns in accordance with law and Board policy.[1][2][3]

The district shall maintain documentation sufficient to demonstrate compliance with this policy and applicable law.[1]

Such documentation shall be provided to the Pennsylvania Department of Education (PDE) upon request. Failure to comply with the with such requests may result in:[1]

1. A requirement to report to PDE the date, time and method of each wellness check for each student enrolled exclusively in the district's virtual instruction program.
2. Mandating district educators, administrators and staff to complete child abuse recognition, prevention and reporting training annually.
3. Requiring the district to meet in person with each student enrolled in a virtual instruction program at least once during the school year following the school year in which the district was found to be out of compliance.
4. Prohibiting the district from being awarded a competitive state grant by PDE until the district demonstrates compliance.

Legal Footnotes

[1] **24 P.S. 1327.4**
LEGAL REFERENCE

[2] **23 Pa. C.S.A. 6301**
LEGAL REFERENCE

[3] **Pol. 806 — Child Abuse**
POLICY REFERENCE

[4] **24 P.S. 1329**
LEGAL REFERENCE

[5] **Pol. 204 — Attendance**
POLICY REFERENCE

Legal References

No additional references listed.

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

209 Health Examinations/Screenings - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
209	6/13/2016	10/14/2019	v1.4
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

AUTHORITY

In compliance with ~~the School Code~~ **applicable law and regulations**, **and Board-approved health and safety plans,** the Board shall require that district students submit to health and dental examinations**, screenings and health monitoring** in order to protect the school community from the spread of communicable disease and to ensure that the student's participation in health, safety and physical education courses meets ~~his/her~~ **the student's** individual needs and that the learning potential of each student is not lessened by a remediable physical disability.[1][2][3][4]

GUIDELINES

Each student shall receive a comprehensive health examination either conducted by the school physician or a private licensed medical provider upon original entry, in sixth grade, and in eleventh grade.[2][4][5]

Each student shall receive a comprehensive dental examination conducted by the school dentist or a private dental provider upon original entry, in third grade, and in seventh grade.[3][4][5]

A private health and/or dental examination conducted at the parents'/guardians' request and expense shall be accepted in lieu of the school examination. The district shall accept reports of privately conducted physical and dental examinations completed within one (1) year prior to a student’s entry into the grade where an exam is required.[5]

The school nurse or medical ~~provider~~ **technician** shall administer to each student vision tests, hearing tests, tuberculosis tests~~,~~ **and** other tests deemed advisable~~, and height and weight measurements,~~ at intervals established by the district. Height and weight measurements shall be used to calculate the student’s weight-for-height ratio.[2][4][6]

The school nurse or other health care practitioner shall conduct measurements of height and weight for each student for the purpose of tracking growth patterns. Height and weight measurements will be conducted at intervals established by the district and in a manner that protects student confidentiality. Parents/Guardians have the right to request an exemption from height and weight measurements for their child, and the district must provide notification of the exemption request procedure.[2][22]

Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified. The notice shall include the date and location of the examination or screening and notice that the parents/guardians may attend. The notice shall encourage the parent/guardian to have the examination or screening conducted by the student's private physician or dentist at the parent's/guardian's expense to promote continuity of care. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.[10][11][12]

A student who presents a statement signed by the parent/guardian that a ~~medical~~ **health** examination is contrary to ~~his/her~~ **the student's or parent's/guardian's** religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that ~~the student~~ **certain conditions** would present~~s~~ a substantial menace to the health of others in contact with the student if the student is not examined **for those conditions**.[7][8]

Where it appears to school health officials or teachers that a student deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent/guardian shall be notified of the apparent need for a special examination by the student's private physician or dentist. The parent/guardian shall report to the school whether a special examination occurred. If the parent/guardian fails to report whether the examination occurred within a reasonable time after being notified of the apparent need and the abnormal condition persists, appropriate school health personnel shall arrange a special ~~medical~~ **health** examination for the student.[2][4][9]

~~Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified. The notice shall include the date and location of the examination or screening and notice that the parents/guardians may attend. The notice shall encourage the parent/guardian to have the examination or screening conducted by the student's private physician or dentist at the parent's/guardian's expense to promote continuity of care. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.[10][11][12]~~

The first notice to comply with the policy of ~~medical~~ **health** or dental examinations will be mailed on or about October 1. The second notice to comply with the policy of ~~medical~~ **health** or dental examinations will be mailed on or about December 1. If the ~~medical~~ **health** or

dental examination, as requested through the Department of Health and/or the East Penn School District, is not completed and proof submitted to the appropriate school nurse by the last day of the second marking period of the school year in question, the student will be excluded from school.

In the event that the parent/guardian objects to or refuses to obtain a regular or special ~~medical~~ **health** or dental examination or refuses to permit the child to be examined as arranged by the school nurse or school physician, the school nurse, in consultation with the school physician, shall determine whether the student appears to have unaddressed health conditions such that under the circumstances the refusal should be reported to the Pennsylvania Department of Health or other appropriate authorities.

Where school health officials or staff have reasonable cause to suspect that a student may be the victim of child abuse, the school employee shall immediately make a report of suspected child abuse in accordance with law and Board policy.[16] **[17]**

Health Monitoring

The Board directs district staff to monitor student health in accordance with applicable Board policy and the Board-approved health and safety plan.[23]

A student may request an alternative method of monitoring as a religious accommodation, and designated district staff shall assess and respond to such request in accordance with applicable law, regulations and Board policy. A request for an accommodation that would unreasonably impair safety or cause undue hardship will not be granted.[24]

A student with a health condition that may render a monitoring method ineffective should notify designated staff so that alternative or supplemental methods may be considered.[24][25]

Students who may be exhibiting symptoms that indicate health concerns shall be referred to the school nurse or designated staff for further assessment and response, in accordance with Board policy.[23]

Health Records

The district shall maintain for each student a comprehensive health record which includes a record of immunizations and the result of tests, measurements, regularly scheduled examinations and special examinations.[2]

All health records shall be confidential and shall be disclosed only when necessary for the health of the student or when requested by the parent/guardian, in accordance with law and Board policy.[13] **[14]** **[18]**

The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the student or other individuals, in accordance with applicable law and Board policy.[13] **[14]** **[18]** [19][20] **[21]**

Designated district staff shall request from the transferring school the health records of students transferring into district schools. Staff shall respond to such requests for the health records of students transferring from district schools to other schools.[13]

If no health record of a student transferring into district schools is received or the health record indicates that a mandated screening or examination has not been completed at the appropriate level, the student shall be examined as soon as possible after the transfer by a school physician or school dentist, unless a private examination meeting the requirements of this policy has been furnished.

The district shall destroy student health records only after the student has not been enrolled in district schools for at least two (2) years.[13] **[15]**

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall instruct all staff members to continually observe students for conditions that indicate health problems or disability and to promptly report such conditions to the school nurse.[2]

The Superintendent or designee shall ensure that educational information and materials regarding eating disorder awareness and education are made available to students in grades six through twelve. Eating disorder awareness and educational materials must also be posted on the district's website.[26][27]

The Superintendent or designee shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP). [9]

Legal Footnotes

[1] 24 P.S. 1401
LEGAL REFERENCE

[2] 24 P.S. 1402
LEGAL REFERENCE

[3] 24 P.S. 1403
LEGAL REFERENCE

[4] 22 PA Code 12.41
LEGAL REFERENCE

[5] 24 P.S. 1407
LEGAL REFERENCE

[6] 28 PA Code 23.1
LEGAL REFERENCE

[7] 24 P.S. 1419
LEGAL REFERENCE

[8] 28 PA Code 23.45
LEGAL REFERENCE

[9] 24 P.S. 1406
LEGAL REFERENCE

[10] 24 P.S. 1405
LEGAL REFERENCE

[11] 28 PA Code 23.2
LEGAL REFERENCE

[12] 20 U.S.C. 1232h
LEGAL REFERENCE

[13] 24 P.S. 1409
LEGAL REFERENCE

[14] Pol. 216 — Student Records
POLICY REFERENCE

[15] Pol. 800 — Records Management
POLICY REFERENCE

[16] 23 Pa. C.S.A. 6311
LEGAL REFERENCE

[17] Pol. 806 — Child Abuse
POLICY REFERENCE

[18] Pol. 113.4 — Confidentiality of Special Education Student Information
POLICY REFERENCE

[19] 20 U.S.C. 1232g
LEGAL REFERENCE

[20] 34 CFR Part 99
LEGAL REFERENCE

[21] Pol. 805 — Emergency Preparedness and Response
POLICY REFERENCE

[22] 28 PA Code 23.7
LEGAL REFERENCE

[23] Pol. 203 — Immunizations and Communicable Diseases
POLICY REFERENCE

[24] Pol. 103 — Discrimination/Title IX Sexual Harassment Affecting Students
POLICY REFERENCE

[25] Pol. 103.1 — Nondiscrimination - Qualified Students with Disabilities
POLICY REFERENCE

[26] 24 P.S. 1408
LEGAL REFERENCE

[27] 24-P-S-1426
LEGAL REFERENCE

Legal References

No additional references listed.

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

246 School Wellness - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
246	8/8/2016	1/24/2022	v1.5
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

PURPOSE

East Penn School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

AUTHORITY

The Board adopts this policy based on the recommendations of the Wellness Committee and in accordance with federal and state laws and regulations.[1][2][3]

To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutrition guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.
4. Curriculum and programs for grades K-12 that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall be responsible for the implementation and oversight of this policy to ensure each of the district's schools, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations.[2][3]

Each building principal or designee shall annually report to the Superintendent or designee regarding compliance in their school.[3]

Staff members responsible for programs related to school wellness shall report to the Superintendent or designee regarding the status of such programs.

The Superintendent or designee shall annually report to the Board on the district's compliance with law and policies related to school wellness. The report may include:

1. Assessment of school environment regarding school wellness issues.
2. Evaluation of food services program.
3. Review of all foods and beverages sold in schools for compliance with established nutrition guidelines.
4. Listing of activities and programs conducted to promote nutrition and physical activity.
5. Recommendations for policy and/or program revisions.
6. Suggestions for improvement in specific areas.
7. Feedback received from district staff, students, parents/guardians, community members and the Wellness Committee.

The Superintendent or designee and the established Wellness Committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:[2][3]

1. The extent to which each district school is in compliance with law and policies related to school wellness.
2. The extent to which this policy compares to model wellness policies.
3. A description of the progress made by the district in attaining the goals of this policy.

At least once every three (3) years, the district shall update or modify this policy as needed, based on the results of the most recent triennial assessment and/or as district and community needs and priorities change; wellness goals are met; new health science, information and technologies emerge; and new federal or state guidance or standards are issued.[3]

The district shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods. This annual notification shall include information on how to access the School Wellness policy; information about the most recent triennial assessment; information on how to participate in the development, implementation and periodic review and update of the School Wellness policy; and a means of contacting Wellness Committee leadership.[2][3]

GUIDELINES

Recordkeeping

The district shall retain records documenting compliance with the requirements of the School Wellness policy, which shall include:[3][4]

1. The written School Wellness policy.
2. Documentation demonstrating that the district has informed the public, on an annual basis, about the contents of the School Wellness policy and any updates to the policy.
3. Documentation of efforts to review and update the School Wellness policy, including who is involved in the review and methods used by the district to inform the public of their ability to participate in the review.
4. Documentation demonstrating the most recent assessment on the implementation of the School Wellness policy and notification of the assessment results to the public.

Wellness Committee

The district shall establish a Wellness Committee comprised of, but not necessarily limited to, at least one (1) of each of the following: School Board member, district administrator, district food service representative, student, parent/guardian, school health professional, physical education teacher and member of the public. It shall be the goal that committee membership will include representatives from each school building and reflect the diversity of the community.[2]

The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a School Wellness policy that complies with law to recommend to the Board for adoption.

The Wellness Committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity and other school based activities that promote student wellness as part of the policy development and revision process.[3]

Advisory Health Council

An Advisory Health Council may be established by the Superintendent to study student health issues and to assist in organizing follow-up programs.[5]

The Advisory Health Council may examine related research, assess student needs and the current school environment, review existing Board policies and administrative regulations, and raise awareness about student health issues.

The Advisory Health Council may survey parents/guardians and/or students; conduct community forums or focus groups; collaborate with appropriate community agencies and organizations; and engage in similar activities, within the budget established for these purposes.

The Advisory Health Council shall provide periodic reports to the Superintendent or designee regarding the status of its work, as required.

Individuals who conduct student medical and dental examinations shall submit to the Advisory Health Council annual reports and later reports on the remedial work accomplished during the year, as required by law.[5]

Nutrition Education

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.[6] **[7]** **[8]**

Nutrition education in the district shall teach, model, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.

Nutrition education lessons and activities shall be age-appropriate.

School food service and nutrition education classes shall cooperate to create a learning laboratory.

Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.

Nutrition education shall extend beyond the school environment by making resources available for families and the community.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

District schools shall promote nutrition through the implementation of Farm to School activities, where possible. Activities may include, but not be limited to, the initiation/maintenance of school gardens, taste-testing of local products in the cafeteria and classroom, classroom education about local agriculture and nutrition, field trips to local farms and incorporation of local foods into school meal programs.

District food service personnel shall review and implement research-based, behavioral economics techniques in the cafeteria to encourage consumption of more whole grains, fruits, vegetables and legumes, and to decrease plate waste.

Consistent nutrition messages shall be disseminated and displayed throughout the district, schools, classrooms, cafeterias, homes, community and media.

District schools shall offer resources about health and nutrition to encourage parents/guardians to provide healthy meals for their children.

Physical Activity

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

District schools shall contribute to the effort to provide students opportunities to accumulate at least sixty (60) minutes of age-appropriate physical activity daily, as recommended by the Centers for Disease Control and Prevention. Opportunities offered at school will augment physical activity outside the school environment, such as outdoor play at home, sports, etc.

Age-appropriate physical activity opportunities, such as outdoor and indoor recess, before and after school programs, during lunch, clubs, intramurals and interscholastic athletics, shall be provided to meet the needs and interests of all students, in addition to planned physical education.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

Before and/or after-school programs shall provide developmentally appropriate physical activity for participating children.

District schools shall promote physical activity through encouragement of walking and biking as a means of transportation to and from school.

Students and their families shall be encouraged to utilize district-owned physical activity facilities, such as playgrounds and fields, outside school hours in accordance with established district rules.

Extended periods of student inactivity, two (2) hours or more, shall be discouraged.

Physical activity shall not be used or withheld as a form of punishment.

Physical Education

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education. **[7]** **[8]** [9]

Instruction involving the collection of a student's height and weight measurements must be conducted in a manner that protects student confidentiality. The calculation of body mass index (BMI) is prohibited.[9]

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

A comprehensive physical education course of study that focuses on providing students the skills, knowledge and confidence to participate in lifelong, health-enhancing physical activity shall be implemented.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Safe and adequate equipment, facilities and resources shall be provided for physical education courses.

Physical education shall be taught by certified health and physical education teachers.

Physical education classes shall have a teacher-student ratio comparable to those of other courses for safe and effective instruction.

A varied and comprehensive curriculum that promotes both team and individual activities and leads to students becoming and remaining physically active for a lifetime shall be provided in the physical education program.

Appropriate professional development shall be provided for physical education staff.

Social Media

A social media literacy program consistent with curriculum regulations and academic standards shall be developed and implemented to address the following: **[7]** **[8]** **[23]**

1. **Mental, psychological and physical effects of social media and mobile device use.**
2. **Potential impacts of social media and mobile device use on academic growth and learning.**
3. **Safe use of social media, including how to recognize suspicious online behavior including, but not limited to:**
   a. **Cyberbullying.**
   b. **Predatory behavior.**
   c. **Potential human trafficking.**
4. **Personal security and privacy on mobile devices.**

Other School Based Activities

Safe drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.[10][11][21]~~[22]~~ **[24]**

Nutrition professionals who meet hiring criteria established by the district and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for district nutrition staff, as required by federal regulations. **[12]** [13][14][15]

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Meal periods shall be scheduled at appropriate hours, as required by federal regulations and as defined by the district.[10]

Students shall have access to hand washing or sanitizing before meals and snacks.

Nutrition content of school meals shall be available to students and parents/guardians.

Fundraising projects submitted for approval shall be supportive of healthy eating and student wellness.

The district shall maintain a healthy school environment to optimize conditions for learning and minimize potential health risks to students, in accordance with the district's school environmental health program and applicable laws and regulations

District schools may implement alternative service models to increase school breakfast participation where possible, such as breakfast served in the classroom, "grab and go breakfast" and breakfast after first period to reinforce the positive educational behavioral and health impacts of a healthy breakfast.

Access to the food service operation shall be limited to authorized staff.

Students and parents/guardians may be involved in menu selections through various means, such as taste testing and surveys.

The district shall provide awareness to staff on the components of the School Wellness policy.

Nutrition Guidelines for All Foods/Beverages at School

All foods and beverages available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.[10][11][13][14]

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

Competitive Foods -

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.[3][16][17]

Competitive foods - foods and beverages offered or sold to students on school campus during the school day, which are not part of the reimbursable school breakfast or lunch.

School campus - any area of property under the jurisdiction of the school that students may access during the school day.[3][16]

School day - the period from midnight before school begins until thirty (30) minutes after the end of the official school day.[3][16]

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.[16]

Fundraiser Exemptions -

Fundraising activities held during the school day involving the sale of competitive foods shall be limited to foods that meet the Smart Snacks in School nutrition standards, unless an exemption is approved in accordance with applicable Board policy and administrative regulations. **[18]**

The district may allow a limited number of exempt fundraisers as permitted by the Pennsylvania Department of Education each school year: up to five (5) exempt fundraisers in elementary and middle school buildings, and up to ten (10) exempt fundraisers in high school buildings. Exempt fundraisers are fundraisers in which competitive foods are available for sale to students that do not meet the Smart Snacks in School nutrition standards.[16]

The district shall establish administrative regulations to implement fundraising activities in district schools, including procedures for requesting a fundraiser exemption.

Non-Sold Competitive Foods -

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the district.

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

1. Rewards and Incentives:
    a. Foods and beverages shall not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (e.g., guest chef, field trip to a farm or farmers market, etc.).

2. Classroom Parties and Celebrations:
    a. Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.
    b. Classroom parties shall offer a minimal amount of foods (maximum 2-3 items) containing added sugar as the primary ingredient (e.g., cupcakes, cookies) and will provide the following:
        i. Fresh fruits/vegetables; and
        ii. Water, 100 percent juice, 100 percent juice diluted with water, low-fat milk or nonfat milk.
    c. When possible, foods/beverages for parties and celebrations shall be provided by the food service department to help prevent food safety and allergy concerns.
3. Shared Classroom Snacks:
    a. Ingredients of shared classroom snacks will be reviewed by the classroom teacher to ensure that no ingredients are contained which have been identified as allergens outlined in the individual student 504 plans or contained in the Allergy List provided by the school nurse.

The district shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Marketing/Contracting -

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations. [3][16]

Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.[19]

Management of Food Allergies in District Schools

The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to: **[20]**

1. Reduce or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

Safe Routes to School

The district shall assess and, to the extent possible, implement improvements to make walking and biking to school safer and easier for students.

Legal Footnotes

[1] **24 P.S. 1422.1**
LEGAL REFERENCE

[2] **42 U.S.C. 1758b**
LEGAL REFERENCE

[3] **7 CFR 210.31**
LEGAL REFERENCE

[4] **7 CFR 210.15**
LEGAL REFERENCE

[5] **24 P.S. 1422**
LEGAL REFERENCE

[6] **24 P.S. 1513**
LEGAL REFERENCE

[7] **Pol. 102 — Academic Standards**
POLICY REFERENCE

[8] **Pol. 105 — Curriculum**
POLICY REFERENCE

[9] **24 P.S. 1512.1**
LEGAL REFERENCE

[10] **7 CFR 210.10**
LEGAL REFERENCE

[11] **7 CFR 220.8**
LEGAL REFERENCE

[12] **Pol. 808 — Food Services**
POLICY REFERENCE

[13] **42 U.S.C. 1751**
LEGAL REFERENCE

[14] **42 U.S.C. 1773**
LEGAL REFERENCE

[15] **7 CFR 210.30**
LEGAL REFERENCE

[16] **7 CFR 210.11**
LEGAL REFERENCE

[17] **7 CFR 220.12**
LEGAL REFERENCE

[18] **Pol. 229 — Student Fundraising**
POLICY REFERENCE

[19] **24 P.S. 504.1**
LEGAL REFERENCE

[20] **Pol. 209.1 — Food Allergy Management and Dietary Needs**
POLICY REFERENCE

[21] **24 P.S. 701**
LEGAL REFERENCE

[22] **24 P.S. 742**
LEGAL REFERENCE

[23] **24-P-S-1556**
LEGAL REFERENCE

[24] **24 P.S. 742.1**
LEGAL REFERENCE

Legal References

No additional references listed.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Ala Carte-Food/Snacks *Foods offered through the National School Lunch or School Breakfast Programs may qualify towards meeting this requirement if the item is also offered for sale as an ala carte item. ** Includes any item served as a competitive food whether it is part of a reimbursable school meal or solely a competitive food.	The following standards apply to <u>all</u> foods offered as ala carte. • Portion sizes will not exceed the serving size of food served in the National School Lunch or School Breakfast Program and/or items will be packaged in single serving sizes. • A selection/variety of whole grains will be available on a daily basis. * (Table 1) • A minimum of 1 fresh fruit and vegetable will be offered daily. A variety of fruits and vegetables will be offered from day to day.* • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis.* • No foods will be on-site deep fat fried. This does not include stir-fried or sautéed foods. Pre-fried or flash fried foods will not be offered more than 4 times per week.** • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be	The following standards apply to <u>all</u> foods offered as ala carte. • Except for entrees, items will provide <200 calories per serving. • Portion sizes will not exceed the serving size of food served in the National School Lunch or School Breakfast Program and/or items will be packaged in single serving sizes. • At least 50% of grains offered will be whole grains.* (Table 1) • A minimum of 2 fruits and 2 vegetables will be offered daily (including fresh/raw). A variety of fruits and vegetables will be offered from day to day.* • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis.* • No foods will be on-site deep fat fried. This does not include stir-fried or sautéed foods. Pre-fried or flash fried foods will not be offered more than 3 times per week.** These 3 items are exempt from the total fat and	The following standards apply to <u>all</u> foods offered as ala carte. • Items will provide <200 calories per serving. • Portion sizes will not exceed the serving size of food served in the National School Lunch or School Breakfast Program and/or items will be packaged in single serving sizes. • At least 50% of grains offered will be whole grain.* (Table 1) • A minimum of 3 fruits and 3 vegetables will be offered daily (at least 1 of each being fresh/raw). A variety of fruits and vegetables will be offered from day to day.* • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis.* • No foods will be on-site deep fat fried. This does not include stir-fried or sautéed foods. Pre-fried or flash fried foods will not be offered more than 2 times per week.** These 2 items are exempt from the total fat and saturated fat restrictions listed below. • Foods of Minimal Nutritional

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Ala Carte-Food/Snacks – cont. *Foods offered through the National School Lunch or School Breakfast Programs may qualify towards meeting this requirement if the item is also offered for sale as an ala carte item. ** Includes any item served as a competitive food whether it is part of a reimbursable school meal or solely a competitive food.	available anytime during the school day. In addition, the majority of items offered will: • Not contain added sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) Marketing, pricing and nutrition education strategies will be used to encourage selection of the healthier foods. K-5 will not offer more than 5 ala carte food items in total.	saturated fat restrictions listed below. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, a minimum of 75% of items available will contain: • <35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • <10% of calories from saturated fat (excluding reduced fat cheeses). • <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. • Minimal to no trans fatty acids. Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards. K-5 will not offer more than 5 ala carte food items in total. **Table 5 contains formulas for calculating	Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, all food items will contain: • <35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • <10% of calories from saturated fat (excluding reduced fat cheeses). • <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. • Minimal to no trans fatty acids. (Table 4) K-5 will not offer more than 5 ala carte food items in total. Ala carte items will supplement the reimbursable meal (limited to 1-2 items); not replace the reimbursable meal. Ala carte items will not be available until the end of each meal period. **Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
		total fat, saturated fat, and sugar by weight.	
Ala carte-Beverages	A minimum of 75% of the beverages offered will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 12 oz). • Milk, 1% lowfat or nonfat (not to exceed 16 oz), flavored or unflavored (not to exceed 30 grams of sugar per 8 ounce serving, inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers. Marketing, pricing and nutrition education strategies will be used to encourage the selection of the beverages listed above. Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day.	A minimum of 75% of the beverages offered will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 6 oz). • Milk, 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar, inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers. Marketing, pricing and nutrition education strategies will be used to encourage the selection of the beverages listed above. Any beverage that does not meet the criteria in the above mentioned standards (not to surpass 25% of items available) will not exceed: • 150 calories • 35 grams of sugar Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day.	All beverages will meet these criteria. • Water, unflavored (any size). • 100% fruit juice (not to exceed 6 oz). • A minimum of 75% of milk selections will be 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar, inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Vending-Food/Snacks	Vending will not be available for students in grades K-5, and, at most, should only be available in limited quantities for grades 6-8. Including grades 9-12, the following standards apply to all foods offered through vending machines. • Packages will be in single serving sizes. • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, the majority of items offered will: • Not be fried. (Table 2) • Not contain added sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) Marketing, pricing and nutrition	• Vending will not be available for students in grades K-5, and, at most, should only be available in limited quantities for grades 6-8. Including grades 9-12, the following standards apply to all foods offered through vending machines. • Items will provide <200 calories per serving. • Packages will be in single serving sizes. • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, a minimum of 75% of items available will contain: • <35% of calories from total fat (excluding nuts, seeds, nut butters and reduced fat cheeses). • <10% of calories from saturated fat.	Vending will not be available for students in grades K-5, and, at most, should only be available in limited quantities for grades 6-8. Including grades 9-12, the following standards apply to all foods offered through vending machines. • Items will provide <200 calories per serving. • Packages will be in single serving sizes. • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis. • Fruits and vegetables will be available at every vending area. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, all food items available will contain: • <35% of calories from total fat (excluding nuts, seeds, nut butters and reduced fat cheeses). • <10% of calories from saturated fat. • <35% sugar by weight (excluding

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Vending-Food/Snacks-cont.	education strategies will be used to encourage selection of the healthier foods. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	• <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. • Provide minimal to no trans fatty acids. (Table 4) Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards. The school Food Service Director can provide assistance in identifying foods that meet these criteria. ****Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.**	naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. • Provide minimal to no trans fatty acids. (Table 4) The school Food Service Director can provide assistance in identifying foods that meet these criteria. ****Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.**

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Vending-Beverages	Vending will not be available for students in grades K-5. All beverages offered through vending will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 12 oz). • A minimum of 75% of milk selections will be 1% lowfat or nonfat (not to exceed 16 oz), flavored or unflavored (not to exceed 30 grams of sugar per 8 ounce serving, inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	Vending will not be available for students in grades K-5. All beverages offered through vending will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 6 oz). • A minimum of 75% of milk selections will be 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	Vending will not be available for students in grades K-5. All beverages offered through vending will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 6 oz). • A minimum of 75% of milk selections will be 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers. The school Food Service Director can provide assistance in identifying foods that meet these criteria.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	**A Starting Point** (July 1, 2006)	**Better** (July 1, 2007)	**Best** (July 1, 2008)

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Fundraisers (non-vending)	All food items sold as fundraisers, available for sale during the school day, will follow the standards listed below. • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Foods will not be fried. (Table 2) • Foods will not contain added sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) Marketing, pricing and nutrition education strategies will be used to encourage selection of the healthier foods. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	All food items sold as fundraisers, available for sale during the school day, will follow the standards listed below. • Items will provide <200 calories per serving. • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Total fat will be <35% of the total calories (excluding nuts, seeds, nut butters and reduced fat cheeses). • Saturated fat will be <10% of the total calories. • Sugar content will be <35% by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. • Items will contain minimal to no trans fatty acids. (Table 4) Foods sold as fundraisers that are available for sale outside of the school	All food items sold as fundraisers, available for sale during the school day, will follow the standards listed below. • Items will provide <200 calories per serving. • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Total fat will be <35% of the total calories (excluding nuts, seeds, nut butters and reduced fat cheeses.) • Saturated fat will be <10% of the total calories. • Sugar content will be <35% by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. • Items will contain minimal to no trans fatty acids. (Table 4) Food items will be available no earlier than 30 minutes after the last meal period of the day. Alternate revenue generating sources will be developed. Following are resources:

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Fundraisers (non-vending)		day will support healthy eating by limiting foods high in added sugar, fat, sodium or trans fat content. The school Food Service Director can provide assistance in identifying foods that meet these criteria. ****Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.**	www.kidseatwell.org/flyers/twentywaystoraisefunds.pdf.; www.newenglanddairycouncil.org/pdf/creativefinancing.pdf. Foods sold as fundraisers that are available for sale outside of the school day will support healthy eating by limiting foods high in added sugar, fat, sodium or trans fat content. The school Food Service Director can provide assistance in identifying foods that meet these criteria. ****Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.**

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Classroom Parties/ Holiday Celebrations	Classroom parties will offer minimal amount of foods (maximum 2-3 items) that contain added sugar as the first ingredient (Table 3) and will provide the following: • Fresh fruits and vegetables. • Water, 100% fruit juice or milk.	Classroom parties will offer minimal amount of foods (maximum 2-3 items) that contain added sugar as the first ingredient (Table 3) and will provide the following: • Fresh fruits and vegetables. • Water, 100% fruit juice or milk.	In addition, Food Service Departments will offer party lists/menus that include food and beverage choices that: • Are moderate in sodium content. • Provide minimal to no trans fatty acids. • Provide items that contain > 2 grams of fiber/serving. • Offer fresh fruits and vegetables • Offer water, 100% fruit juice or milk as the beverage choices. • Do not offer any Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220). Parents and teachers will be encouraged to purchase foods and beverages from this menu of items.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Rewards	Food will not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (ie., guest chef, field trip to a farm or farmers market, etc.). Alternate ideas can be found at: www.msue.msu.edu/fnh/tn/foodrewards.pdf; www.cspinet.org/nutritionpolicy/constructive_rewards.pdf	Food will not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (ie., guest chef, field trip to a farm or farmers market, etc.). Alternate ideas can be found at: www.msue.msu.edu/fnh/tn/foodrewards.pdf; www.cspinet.org/nutritionpolicy/constructive_rewards.pdf	Food will not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (ie., guest chef, field trip to a farm or farmers market, etc.). Alternate ideas can be found at: www.msue.msu.edu/fnh/tn/foodrewards.pdf; www.cspinet.org/nutritionpolicy/constructive_rewards.pdf
Foods from Home		Parents/caregivers will be encouraged to promote their child's participation in the school meals programs. If their child does not participate in the school meals programs, parents/caregivers will be encouraged to provide or encourage the purchase of healthy alternatives. All nutrition standards will be explained to parents/caregivers. They will continuously be provided with nutrition education and encouraged to comply with the nutrition policies to the best of their ability and knowledge. Examples of nutrition education outreach include newsletters, open houses, back to school nights, family nights, etc.	Parents/caregivers will be encouraged to promote their child's participation in the school meals programs. If their child does not participate in the school meals programs, parents/caregivers will be encouraged to provide a healthy alternative. All nutrition standards will be explained to parents/caregivers. They will continuously be provided with nutrition education and encouraged to comply with the nutrition policies to the best of their ability and knowledge. Examples of nutrition education outreach include newsletters, open houses, back to school nights, family nights, etc.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
School Stores-Foods/Snacks	The following standards apply to all foods sold in school stores. • Packages will be in single serving sizes. • A minimum of 1 fresh fruit and vegetable will be offered daily. • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis. • No foods will be on-site deep fat fried. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, the majority of items offered will: • Not be fried. (Table 2) • Not contain added sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) Marketing, pricing and nutrition education strategies will be used to	The following standards apply to all foods sold in school stores. • Items will provide <200 calories per serving. • Packages will be in single serving sizes. • At least 50% of grains offered will be whole grain. (Table 1) • A minimum of 2 fruits and 2 vegetables will be offered daily (including fresh or raw). A variety of fruits and vegetables will be offered. • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, a minimum of 75% of items available will contain: • <35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • <10% of calories from saturated fat.	The following standards apply to all foods sold in school stores. • Items will provide <200 calories per serving. • Packages will be in single serving sizes. • At least 50% of grains offered will be whole grain. (Table 1) • A minimum of 2 fruits and 2 vegetables will be offered daily (including fresh or raw). A variety of fruits and vegetables will be offered. • A variety of items that provide >2 grams of fiber per serving will be available on a daily basis. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. In addition, all food items available will contain: • <35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • <10% of calories from saturated fat. • <35% sugar by weight (excluding

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
School Stores-Foods/Snacks-cont.	encourage the selection of foods meeting these standards. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	• <35% sugar by weight (excluding naturally occurring sugars) and added sugar will not be listed as the first ingredient. • Provide minimal to no trans fatty acids. (Table 4) Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards. The school Food Service Director can provide assistance in identifying foods that meet these criteria. ****Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.**	naturally occurring sugars) and added sugar will not be listed as the first ingredient. • Provide minimal to no trans fatty acids. (Table 4) School stores will not sell food until 30 minutes after the last meal period of the day. The school Food Service Director can provide assistance in identifying foods that meet these criteria. ****Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.**
School Stores-Beverages	A minimum of 75% of the beverages offered will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 12 oz). • Milk, 1% lowfat or nonfat (not to exceed 16 oz), flavored or unflavored (not to exceed 30 grams of sugar per 8 ounce serving inclusive of naturally	A minimum of 75% of the beverages offered will be: • Water, unflavored (any size). • 100% fruit juice (not to exceed 6 oz). • Milk, 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar inclusive of naturally occurring sugar).	All beverages will meet these criteria. • Water, unflavored (any size). • 100% fruit juice (not to exceed 6 oz). • A minimum of 75% of milk selections will be 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar inclusive of naturally occurring sugar).

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
School Stores-Beverages - cont.	occurring sugar). Preferably packaged in plastic resealable containers. Marketing, pricing and nutrition education strategies will be used to encourage the selection of the beverages listed above. Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	Preferably packaged in plastic resealable containers. Marketing, pricing and nutrition education strategies will be used to encourage the selection of the beverages listed above. Any beverage that does not qualify in the above-mentioned standards (not to surpass 25% of items available) will not exceed: • 150 calories • 35 grams of sugar Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. The school Food Service Director can provide assistance in identifying foods that meet these criteria.	Preferably packaged in plastic resealable containers. The school Food Service Director can provide assistance in identifying foods that meet these criteria.

East Penn School District Guidelines for Competitive Foods

Source of Competitive Food	A Starting Point (July 1, 2006)	Better (July 1, 2007)	Best (July 1, 2008)
Faculty Lounges	Faculty is encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the school policy.	Faculty is encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the school policy.	Faculty is encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the school policy.
Other	Student Input-Students will be an active part of menu planning through regularly scheduled meetings and taste testing.	Vegetarian Options-Students will be surveyed yearly for their interest in vegetarian entrees as part of the reimbursable meal or ala carte. If interest is indicated, efforts should be made to include appealing vegetarian choices. Student Input-Students will be an active part of menu planning through regularly scheduled meetings and taste testing.	Vegetarian Options-Students will be surveyed yearly for their interest in vegetarian entrees as part of the reimbursable meal or ala carte. If interest is indicated, efforts should be made to include appealing vegetarian choices. Student Input-Students will be an active part of menu planning through

East Penn School District Guidelines for Competitive Foods

Table 1- Whole Grains

A whole grain food is one labeled with the whole grain as first ingredient. The Food and Drug Administration requires foods that bear the "whole grain health claim" to contain 51% or more whole grain ingredients by weight per reference amount and be low in fat. Whole grains will usually contain at least 2 grams of fiber per serving. Examples of whole grain terms are: "cracked," "crushed," "whole," "entire," or "groats." Examples of whole grain ingredients are:	
Whole/entire wheat flour	Whole grain barley (hulled or lightly pearled)
Whole oats/oatmeal	Wild rice
Cracked/crushed wheat	Buckwheat
Graham flour	Wheat berries (whole wheat kernels)
Old fashioned oatmeal	Triticale
Quick cooking oats	Bulgur
Cornmeal	Millet
Whole grain corn	Quinoa
Popcorn	Sorghum
Brown rice	Spelt
Whole rye	
Generally, if the first ingredient is "fortified" or "enriched," it is probably not a whole grain. These items are generally not whole grains:	
Unbleached flour	Organic, unbleached flour
Wheat flour	Enriched flour
Semolina	Degerminated (cornmeal)
Durum wheat	Multigrain (may describe several whole grains or several refined grains)

Sources include the USDA Food Buying Guide for Child Nutrition Programs, Dietary Guidelines for Americans 2005, Whole Grains Council.

East Penn School District Guidelines for Competitive Foods

Table 2-Fried Foods

Fried Foods: Foods that are cooked by total immersion into hot oil or other fat, commonly referred to as "deep fat frying." This definition does not include foods that are stir fried or sautéed, but does include foods that have been pre-fried, flash fried, or deep-fat fryed.

Table 3-Added Sugar

Brown Sugar	Invert sugar
Corn sweetener	Lactose*
Corn syrup	Maltose*
Dextrose	Malt syrup
Fructose*	Molasses
Fruit juice concentrate	Raw sugar
Glucose*	Sucrose
High fructose corn syrup	Sugar
Honey	Syrup
*Naturally occurring. Will not show up on food ingredient list unless added. Will be included as "sugars" listed on the food label.	

Table 4-Trans Fatty Acids (Trans Fats)

Trans fats: Occurs in food when manufacturers use hydrogenation, a process in which hydrogen is added to vegetable oil to turn the oil into a more solid (saturated) fat. Sources of trans fatty acids include hydrogenated/partially hydrogenated vegetable oils that are used to make shortening and commercially prepared baked goods, snack foods, fried foods, and margarine. Trans fatty acids are present in foods that come from ruminant animals (e.g., cattle and sheep). Such foods include dairy products, beef and lamb. Federal labeling of trans fats on all food products is required by January 1, 2006.

East Penn School District Guidelines for Competitive Foods

Table 5-Formulas

% Total fat:	1. Multiply grams of total fat per serving times 9 2. Divide by calories per serving 3. Multiply times 100
% Saturated fat:	1. Multiply grams of saturated fat per serving times 9 2. Divide by calories per serving 3. Multiply times 100
% Sugar by weight:	1. Divide grams of sugar per serving by gram weight for the serving size 2. Multiply times 100

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

249 Bullying/Cyberbullying - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
249	8/8/2016	3/24/2025	v1.6
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

PURPOSE

~~The Board is committed to providing a safe, positive learning environment for district students.~~ The Board recognizes that bullying **and cyberbullying** create~~s~~ an atmosphere of fear and intimidation, detract~~s~~ from the safe environment necessary for student learning, and may lead to more serious violence. ~~Therefore, the Board prohibits bullying by district students.~~ **The Board is committed to providing a safe, positive learning environment for district students that is free from bullying and cyberbullying.**

DEFINITIONS

Artificial Intelligence-Generated or Modified Media - text, code, images, audio or video data that has been created or modified from its original source data through the use of artificial intelligence technology, programs or platforms.[1]

Bullying - an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting and/or outside a school setting, that is severe, persistent or pervasive and has the effect of doing any of the following:[1]

1. Substantially interfering with a student's education~~.~~ ; **or**
2. Creating a threatening environment~~.~~; **or**
3. Substantially disrupting the orderly operation of the school setting.

Cyberbullying - bullying through the use of electronic technology or communication, including data, computer software or online platforms regardless of their origin, using a device, system network, internet service, email, social media or other digital means, including artificial intelligence–generated or modified media. Cyberbullying includes bullying conduct which occurs in a school setting and/or outside a school setting.[1]

School setting - in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[1]

AUTHORITY

The Board prohibits all forms of bullying **and cyberbullying** by district students **and requires that this policy be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website**.[1]

The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee. ~~A parent/guardian may report complaints of bullying on behalf of the student.~~

~~Students are encouraged to use the district's report form, available from the building principal, or to otherwise put the complaint in writing. Oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.~~

The Board directs that ~~verbal and written~~ complaints of bullying **and cyberbullying** ~~shall~~ be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying **or cyberbullying** brought pursuant to this policy ~~shall~~ also be reviewed for conduct which may not be proven to be bullying **or cyberbullying** under this policy but merits review and possible action under other Board policies.

~~When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.~~ [2] ~~[3]~~

~~**Discrimination/Harassment**~~

~~Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination or harassment shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer/Title IX Coordinator. If, in the course of a bullying investigation, potential issues of discrimination or harassment are identified, the Compliance Officer/Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination or harassment as well as the incidents of alleged bullying.~~ ~~[4]~~ ~~[5]~~

~~The Director **Head** of Human Resources shall serve as the Compliance Officer/Title IX Coordinator under this policy.~~

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with applicable law, regulations, this policy and the district's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of bullying **or cyberbullying** or participation in an investigation of allegations of bullying **or cyberbullying** is prohibited and shall be subject to disciplinary action.

DELEGATION OF RESPONSIBILITY

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying **and cyberbullying**.

The Superintendent or designee shall develop administrative regulations to ~~implement~~ **support** this policy.

The Superintendent or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[1]

The Superintendent or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Board.[1]

District administration shall annually provide the following information with the school safety and security incident report:[1] **[6]**

1. Board's Bullying**/Cyberbullying** Policy.
2. Report of bullying **and cyberbullying** incidents.
3. Information on the development and implementation of any bullying **and cyberbullying** prevention, intervention or education programs.

GUIDELINES

~~The Student Discipline Code, which shall contain this policy, shall be disseminated annually to students.[1][7]~~ **~~[8]~~**

~~This policy shall be accessible in every classroom. The policy shall be posted on the school websites.~~

Reports of bullying or cyberbullying may be made orally or in writing and may be anonymous, except where made by district staff. Students are encouraged to use the district's reporting form attached to this policy, or to submit a written complaint; however, oral complaints will be accepted, documented and investigated.

Any individual receiving a complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor any person involved.

District staff who observe bullying/cyberbullying or receive a report of bullying/cyberbullying shall not conduct an independent investigation but shall take appropriate action to protect the safety of involved students and promptly provide a summary of the observed or reported conduct to the building principal or designee.

For purposes of this policy, a reporter is an individual, other than district staff, who reports alleged bullying/cyberbullying directed at one or more students. A complainant is the alleged victim or target of the conduct. In some circumstances, the same individual may serve as both reporter and complainant.

The building principal or designee shall encourage the complainant or reporter to complete the district's designated report form. If, due to age, disability or other incapacity, the complainant or reporter is unable to complete the form, the building principal or designee shall document the report and complete the form on the individual's behalf. If the report is made by someone other than the complainant, the complainant shall be notified promptly, informed of the report, and encouraged to complete the district reporting form.

As soon as practicable after the receipt of a report of bullying or cyberbullying, the district shall notify the parent(s)/guardian(s) of any student involved in the incident.

If the complainant, district staff, or other professionals with knowledge of the complainant's health and well-being indicate that notifying a parent/guardian could place the complainant or another person at risk of abuse, neglect or other imminent harm, the building principal, in consultation with the Superintendent and legal counsel, and as appropriate, law enforcement, child welfare authorities and other qualified professionals, may determine whether parental notification should be delayed as permitted by law. The basis for the delay must be documented, and parent/guardian notification shall occur as soon as legally and safely practicable.[14][15]

Every report of bullying/cyberbullying shall be reviewed and investigated promptly and sufficiently to address the alleged misconduct, even if the report is anonymous or the complainant requests that no action be taken.

Threat Assessment

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community, or others, district staff shall make a referral to the district's threat assessment team in accordance with applicable law and Board policy.[2][3]

Discrimination/Harassment

If, at the time of the report or at any time during the investigation of the alleged bullying/cyberbullying, there is reason to believe that the conduct may fall within the provisions of the district's discrimination/harassment policies, the Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will immediately initiate steps to comply with appropriate policies and procedures. The investigation will be handled as a joint and concurrent investigation to address all applicable allegations and legal requirements.[4][5]

Investigation Procedures

After determining that the matter does not require handling under Policy 103, the building principal shall determine whether the investigation may be conducted by the principal or designee or whether the matter must be referred to the Superintendent or another appropriate administrator.

If law enforcement has been notified, a law enforcement report has been filed, or substantiated allegations could result in expulsion, the building principal shall consult with the Superintendent or appropriate administrator, who may seek advice from legal counsel.

Investigations shall be timely, impartial, thorough and comprehensive. The investigation may include:

1. **Interviewing the complainant.**
2. **Interviewing the individual(s) accused of the conduct.**
3. **Interviewing witnesses.**

4. **Reviewing physical, electronic or documentary evidence.**
5. **Reviewing any other relevant information provided during the investigation.**
6. **Conducting any additional inquiry reasonably necessary to determine the facts and address proven misconduct.**

Investigative Findings

The investigator shall prepare findings that summarize the investigation, determine whether the allegations have been substantiated, identify any violation of Board policy or applicable law, and recommend appropriate corrective action.

As soon as practicable after determining that an incident of bullying or cyberbullying has occurred, the district shall notify the parent(s)/guardian(s) of any student involved in the incident of the determination of the investigation.

The complainant/reporter and the accused shall be informed of the outcome of the investigation within a reasonable period of time, consistent with the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused shall not be informed of any individual remedies provided to the complainant.[16]

District Response and Corrective Action

If an investigation results in a finding that bullying or cyberbullying or other misconduct occurred, the district shall take prompt and appropriate corrective action designed to stop the conduct, prevent its recurrence, protect affected students, eliminate any hostile or disruptive environment, and prevent retaliation.[1]

The district shall document corrective actions taken and, when permitted by law, inform the complainant or reporter of responsive measures. District administrators shall monitor the effectiveness of corrective actions and take additional measures when necessary.[1]

If an investigation reveals violations of other Board policies or circumstances requiring additional review, referral, discipline or intervention, the district shall address those matters through the appropriate disciplinary, administrative or support processes.

Any disciplinary action imposed shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, applicable collective bargaining agreements, and state and federal law, and may include:[1] [6] [8] [11] [12]

1. **Counseling within the school.**
2. **Parental conference.**
3. **Loss of school privileges.**
4. **Transfer to another school building, classroom or school bus.**
5. **Exclusion from school-sponsored activities.**
6. **Detention.**
7. **Suspension.**
8. **Expulsion.**
9. **Counseling/Therapy outside of school.**
10. **Referral to law enforcement authorities.**

The Student Discipline Code, which shall contain this policy, shall be disseminated annually to students. [1][7] [8]

Education

The district shall develop, implement and evaluate bullying **and cyberbullying** prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying **and cyberbullying**.[1][9][10] ~~[11]~~

~~The district shall educate all students about network etiquette and appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.[1]~~ ~~[13]~~

School Safety and Security Incidents Report

Annually, by July 31, the Superintendent shall report on the designated form, to the PA Department of Education, all new incidents as required by state law. The report must include the total number of bullying and cyberbullying incidents that occurred during the school year, including the number of cyberbullying incidents suspected to involve artificial intelligence-generated or modified media. [6] [18]

~~Consequences for Violations~~

~~A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Student Discipline Code, which may include:[1]~~ ~~[8]~~ ~~[12]~~

1. ~~Counseling within the school.~~
2. ~~Parental conference.~~
3. ~~Loss of school privileges.~~
4. ~~Transfer to another school building, classroom or school bus.~~
5. ~~Exclusion from school-sponsored activities.~~
6. ~~Detention.~~
7. ~~Suspension.~~
8. ~~Expulsion.~~
9. ~~Counseling/Therapy outside of school.~~
10. ~~Referral to law enforcement authorities.~~

Legal Footnotes

[1] **24 P.S. 1303.1-A**
LEGAL REFERENCE

[2] **24 P.S. 1302-E**
LEGAL REFERENCE

[3] **Pol. 236.1 — Threat Assessment**
POLICY REFERENCE

[4] **Pol. 103 — Discrimination/Title IX Sexual Harassment Affecting Students**
POLICY REFERENCE

[5] **Pol. 103.1 — Nondiscrimination - Qualified Students with Disabilities**
POLICY REFERENCE

[6] **Pol. 805.1 — Relations With Law Enforcement Agencies**
POLICY REFERENCE

[7] **22 PA Code 12.3**
LEGAL REFERENCE

[8] **Pol. 218 — Student Discipline**
POLICY REFERENCE

[9] **20 U.S.C. 7118**
LEGAL REFERENCE

[10] **24 P.S. 1302-A**
LEGAL REFERENCE

[11] **Pol. 236 — Student Assistance Program**
POLICY REFERENCE

[12] **Pol. 233 — Suspension and Expulsion**
POLICY REFERENCE

[13] **Pol. 815 — Acceptable Use of Technology Resources, Electronic Communication and Information Systems**
POLICY REFERENCE

[14] **23 Pa. C.S.A. 6301**
LEGAL REFERENCE

[15] **Pol. 806 — Child Abuse**
POLICY REFERENCE

[16] **Pol. 216 — Student Records**
POLICY REFERENCE

[18] **24 P.S. 1319-B**
LEGAL REFERENCE

Legal References

No additional references listed.

DISCRIMINATION/SEXUAL HARASSMENT/BULLYING/
HAZING/DATING VIOLENCE/RETALIATION
REPORT FORM

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: Head of Human Resources

Address: 800 Pine Street, Emmaus, PA 18049

Email: hr@eastpennsd.org

Phone Number: 610-966-8377

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

***Note**: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, <u>not</u> a formal complaint of Sexual Harassment under Title IX.*

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a:

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is: ☐ Your Child ☐ Another Student ☐ A District Employee

☐ Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s):

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

☐Yes ☐ No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

_____	_____
Signature of Person Making the Report	Date
_____	_____
Received By	Date

FOR OFFICIAL USE ONLY

This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.

The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under the Code of Student Conduct and/or other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports (including those that may be received through the Safe2Say Something program) to assess the report.

Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 103 and Attachment 3. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is: ☐ Reporter's Child ☐ Another Student ☐ Another Employee

☐ Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

The reported respondent(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Level of Report:

☐ Informal ☐ Formal (see additional information below on Title IX formal complaints)

IV. Type of Report:

☐ Title IX Sexual Harassment ☐ Discrimination ☐ Retaliation ☐ Bullying

☐ Hazing ☐ Dating Violence ☐ Other _____

Nature of the Report (check all that apply):

☐ Race
☐ Color
☐ Religion
☐ Sexual Orientation
☐ National Origin
☐ Marital Status
☐ Handicap/Disability
☐ Hazing
☐ Age
☐ Creed
☐ Sex
☐ Sexual Harassment (Title IX)
☐ Ancestry
☐ Pregnancy
☐ Bullying
☐ Dating Violence

V. Reported Conduct

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated? ☐ Yes ☐ No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

☐ No.

☐ Yes, please identify the student with a disability and contact the Director of Special Education.

Date Director of Special Education was contacted: _____

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

VI. Safety Concerns

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

☐ No.

☐ Yes, please describe:

VII. Other Reports

Has the conduct been reported to the police or any other agency?

□ No

□ Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

□ Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students
□ Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff
□ Policy 247. Hazing
□ Policy 249. Bullying

□ Other _____

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An **education program or activity** includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

□ Yes

□ No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

□ A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.

□ Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.

□ Sexual assault, dating violence, domestic violence or stalking.

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Sexual assault means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

Stalking means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

IX. Recommended Course of Action

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

☐ No further action at this time. Reason:

☐ Policy 247. Hazing
☐ Policy 249. Bullying

☐ Other _____

☐ Policy 103 Discrimination/Title IX Sexual Harassment Affecting Students: Attachment 2 Discrimination Complaint Procedures

□ Policy 104 Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 2 Discrimination Complaint Procedures

□ Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students: Attachment 3 Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints
□ Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 3 Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints

X. Title IX Information to Complainant

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.

2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.

3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

   If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.

5. Determine whether the complainant wishes this report to be treated as a formal complaint.

XI. Title IX Coordinator Signature

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

☐ Yes ☐ No

Complainant's Signature: _____

Date: _____

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Grievance Process for Formal Complaints for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator's Signature: _____

Date: _____

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EAST PENN SCHOOL DISTRICT

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POLICY

704 Maintenance - DRAFT

POLICY NUMBER	ADOPTED	VERSION	DOCUMENT STATUS
704	5/22/2017	v1.3	DRAFT

PRINTED
9/22/2026

PURPOSE

Adequate maintenance of buildings, property and equipment is essential for the efficient management of district facilities in a fiscally responsible manner.

AUTHORITY

The Board directs that ~~there be regular and ongoing~~ **a continuous program of** inspection and maintenance of all district buildings, property and equipment **be established and implemented. Wherever possible, maintenance shall be preventative** ~~by the Facilities Director or designee and head custodian~~.[1][2]

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall develop and supervise a maintenance program which shall include:

1. Regular program of maintenance, repair and improvement of buildings and facilities.
2. **Testing lead levels in drinking water.**[2]
3. Equipment replacement program.
4. Long-range plans for building modernization and conditioning.

The Facilities Director or designee, in conjunction with each building principal and head custodian, shall conduct a physical inspection of the building on an annual basis.

Building maintenance needs will be prioritized and reviewed by the Superintendent and Business Manager for inclusion in the annual budget.

Legal Footnotes

[1] **24 P.S. 701**
LEGAL REFERENCE

[2] **24 P.S. 742.1**
LEGAL REFERENCE

Legal References

Additional References

25 PA Code 171.1 et seq
LEGAL REFERENCE

EAST PENN SCHOOL DISTRICT

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POLICY

803 School Calendar - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
803	7/10/2017	10/28/2024	v1.4
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

PURPOSE

The Board recognizes that preparation of an annual school calendar is necessary for the efficient operation of the district and communication with students, staff, parents/guardians and the school community.

AUTHORITY

The Board shall determine annually the days and the hours when the schools will be in session for instructional purposes, in accordance with state law and regulations. This may include, as appropriate, activities qualifying as instructional days or hours under the direction of certified school employees for fulfilling the minimum required days or hours of instruction under law, regulations and state guidance.[1][2][3][4][5][6][7][8][9]

The school calendar shall normally consist of a minimum of 180 student days or 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level.[1][2][8][10]

The Board reserves the right to alter the school calendar when it is in the best interests of the district, including in cases of emergency, in accordance with applicable law and regulations. The Board shall take action to establish temporary provisions in cases of emergency, in accordance with law, and shall document such actions with the PA Department of Education when required.[2][5][6][7][9][11][12][13] **[14]**

Temporary provisions established in accordance with law may include but are not limited to: [1][2][5][6][7][8][9][12][13] **[15]**

1. Keeping schools in session such days and hours as the Board deems necessary, which shall include maintaining the requirement for a minimum of 180 student days or 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level.
2. Reducing the length of time of daily instruction for courses and classes.

3. Implementing remote and other alternative methods of delivering instruction under the direction of certified school employees.

Each year, prior to finalizing the school calendar, the Board must discuss the use or potential use of flexible instructional days and remote or virtual instructional days at a public Board meeting.[7] [14]

DELEGATION OF RESPONSIBILITY

The Superintendent shall annually prepare a school calendar for Board consideration.

The Superintendent or designee shall document alterations to the school calendar and any temporary provisions in accordance with law, regulations, guidance from the PA Department of Education and Board policy. [15]

Legal Footnotes

[1] 24 P.S. 133
LEGAL REFERENCE

[2] 24 P.S. 1501
LEGAL REFERENCE

[3] 24 P.S. 1502
LEGAL REFERENCE

[4] 24 P.S. 1503
LEGAL REFERENCE

[5] 24 P.S. 1504
LEGAL REFERENCE

[6] 24 P.S. 1505
LEGAL REFERENCE

[7] 24 P.S. 1506
LEGAL REFERENCE

[8] 22 PA Code 11.1
LEGAL REFERENCE

[9] 22 PA Code 11.2
LEGAL REFERENCE

[10] 22 PA Code 4.4
LEGAL REFERENCE

[11] 24 P.S. 520
LEGAL REFERENCE

[12] 24 P.S. 520.1
LEGAL REFERENCE

[13] 24 P.S. 1501.3
LEGAL REFERENCE

[14] Pol. 006 — Meetings
POLICY REFERENCE

[15] Pol. 805 — Emergency Preparedness and Response
POLICY REFERENCE

Legal References

No additional references listed.

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

805.2 School Security Personnel - DRAFT

POLICY NUMBER	ADOPTED	REVISED	VERSION
805.2	12/9/2019	1/13/2025	v1.3
DOCUMENT STATUS	**PRINTED**		
DRAFT	9/22/2026		

AUTHORITY

The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities.

The district shall employ or contract for at least one (1) full-time school security personnel who has completed the training required by law and this Board policy to be on duty during the school day.[1]

The district shall certify to the state School Safety and Security Committee annually that it has met the requirements for school security personnel or has received a waiver, in accordance with applicable law.[1]

DEFINITIONS

School security personnel - school police officers, school resource officers and school security guards.[2]

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.[2]

School day - the hours between the morning opening of a school building and the afternoon dismissal of students on a day which classes are in session.[1]

DELEGATION OF RESPONSIBILITY

The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law. When a vacancy occurs in the role of the School Safety and Security Coordinator, the Superintendent shall appoint another school

administrator to serve as the School Safety and Security Coordinator within thirty (30) days of the vacancy and shall notify the Board regarding the appointment.[3]

The Superintendent or designee shall submit the name and contact information for the appointed School Safety and Security Coordinator to the state's School Safety and Security Committee within thirty (30) days of the appointment.[3]

The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following:[3]

1. Oversee all School Resource Officers (SROs).
2. Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.
3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide **awareness and prevention** and bullying~~/~~**and** cyberbullying awareness **and prevention**, substance use awareness, emergency procedures and training drills, and identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with the standards established by the state's School Safety and Security Committee and the requirements of applicable law and regulations.[4] **[5] [6] [7] [8] [9] [10] [11] [12] [13]**
4. Coordinate a tour of the district's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.
5. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
6. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process. **[8]** [14]
7. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable. **[12]** [15]

The School Safety and Security Coordinator shall, within one (1) year of appointment, complete required training as specified by the state's School Safety and Security Committee for serving in the role of a School Safety and Security Coordinator. This training shall be in addition to other training requirements for school administrators, but shall count toward professional education credit, where applicable.[3][16][17][18]

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Board at an executive session on the district's current safety and security practices, and identify strategies to improve school safety and security.[3] **[19]**

The Board directs the School Safety and Security Coordinator to include the following information in the annual report:

1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and additional information on threat assessment required by the Superintendent or designee, in accordance with Board policy. **[8]** [14]
2. The number and type(s) of school security personnel contracted or employed by the district, including: [3]
   a. The number of school security personnel that are armed, listed by type(s) of personnel.
   b. The school building at which each school security personnel is assigned, listed by type(s) of personnel.
   c. The training, including the type of training and completion dates, of each school security personnel, listed by type(s) of personnel.
   d. A listing of other individuals utilized by the district for school safety-related duties.
3. Reports of required emergency preparedness, fire, bus evacuation and school security drills. **[12]**
4. Information on required school safety and security training and resources provided to students and staff. **[12]**
5. Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
6. Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district. **[20]**
7. School safety and security incident reports for the previous year(s) and/or data collected to date for the current year. **[21]**
8. Updates regarding the district's Memorandum of Understanding with law enforcement authorities. **[21]**
9. Updates to laws, regulations and/or Board policies related to school safety and security.
10. Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report, including the required information on threat assessment and school security personnel, shall be submitted to the state's School Safety and Security Committee. [3]

The Superintendent or designee shall implement job descriptions and procedures to address the responsibilities and requirements of the School Resource Officers (SROs) in carrying out their duties.

School Resource Officers (SROs) shall carry weapons, including firearms, in performance of their duties only if, and to the extent, authorized by the Board.

GUIDELINES

School Resource Officers (SROs)

The district shall establish an agreement with any law enforcement agency that has jurisdiction, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.[2] **[22]**

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:[23]

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Develop and educate students in crime prevention and safety.
3. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.
4. Other duties as agreed upon between the district and municipal agency

Prior to assignment in the district, the district shall confirm that law enforcement authorities have completed a law enforcement authority background investigation and received the SRO's separation record, when required, in compliance with applicable law and regulations. The district shall coordinate with law enforcement authorities in making required reports regarding hiring and separation, and maintaining all required records, in accordance with applicable law and regulations.[24][25]

SROs shall successfully complete required training, in accordance with law.[23]

Legal Footnotes

[1] **24 P.S. 1316-C**
LEGAL REFERENCE

[2] **24 P.S. 1301-C**
LEGAL REFERENCE

[3] **24 P.S. 1309-B**
LEGAL REFERENCE

[4] **24 P.S. 1310-B**
LEGAL REFERENCE

[5] **Pol. 146.1 — Trauma-Informed Approach**
POLICY REFERENCE

[6] **Pol. 227 — Controlled Substances/Paraphernalia**
POLICY REFERENCE

[7] **Pol. 236 — Student Assistance Program**
POLICY REFERENCE

[8] **Pol. 236.1 — Threat Assessment**
POLICY REFERENCE

[9] **Pol. 249 — Bullying/Cyberbullying**
POLICY REFERENCE

[10] **Pol. 333 — Professional Development**
POLICY REFERENCE

[11] **Pol. 351 — Controlled Substance Abuse**
POLICY REFERENCE

[12] **Pol. 805 — Emergency Preparedness and Response**
POLICY REFERENCE

[13] **Pol. 819 — Suicide Awareness, Prevention and Response**
POLICY REFERENCE

[14] **24 P.S. 1302-E**
LEGAL REFERENCE

[15] **24 P.S. 1305-B**
LEGAL REFERENCE

[16] **24 P.S. 1316-B**
LEGAL REFERENCE

[17] **24 P.S. 1205.1**
LEGAL REFERENCE

[18] **24 P.S. 1205.5**
LEGAL REFERENCE

[19] **Pol. 006 — Meetings**
POLICY REFERENCE

[20] **Pol. 235.1 — Surveys**
POLICY REFERENCE

[21] **Pol. 805.1 — Relations With Law Enforcement Agencies**
POLICY REFERENCE

[22] **Pol. 909 — Municipal Government Relations**
POLICY REFERENCE

[23] **24 P.S. 1313-C**
LEGAL REFERENCE

[24] **44 Pa. C.S.A. 7301**
LEGAL REFERENCE

[25] **37 PA Code 241.1**
LEGAL REFERENCE

Legal References

No additional references listed.

EAST PENN SCHOOL DISTRICT

POLICY PORTAL™ PSBA

POLICY

822 Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR) - DRAFT

POLICY NUMBER	ADOPTED	VERSION	DOCUMENT STATUS
822	9/11/2017	v1.5	DRAFT

PRINTED
9/22/2026

PURPOSE

The Board is committed to providing a safe and healthy environment for the school community.

Maintaining automated external defibrillator (AED) units and staff trained in cardiopulmonary resuscitation (CPR) in the schools enables responders to deliver early defibrillation and resuscitation to victims.

DEFINITION

Automated external defibrillator (AED) - a portable device that uses electric shock to restore a stable heart rhythm to an individual in cardiac arrest.[2]

AUTHORITY

~~Except in extenuating circumstances,~~ ~~e~~**E**ach school **building** shall have one (1) person **trained and** certified in the use of **an AED and** CPR during ~~regular school hours~~ **the school day** when school is in session and students are present.[1][3]

Beginning May 13, 2029, each school nurse or designee, coach of an athletic activity, marching band director, physical education teacher and athletic trainer in the district must participate in instruction in the use of an AED and CPR and maintain their certification.[3]

The AED units are owned by the district and shall be properly maintained **and tested,** and located in secure and accessible locations.

Beginning May 13, 2029, the district shall have an AED in a readily accessible location for students participating in interscholastic athletics and practices. Individuals trained in the use of an AED and CPR will be present during these times. [4][5]

The AED units shall be used in accordance with approved district procedures.

GUIDELINES

A core team shall be trained in CPR and AED procedures by completing a training program offered by approved providers. Members of the team shall be provided opportunities for annual training and retraining.

The district shall make instruction in the use of an AED available to all its employees and volunteers at least once every two (2) years. The instruction is optional and shall be conducted by an approved provider that may be through the Internet or other electronic means. [3]

The district may make instruction on the principles and techniques of CPR and the use of operating an AED available to students. [3]

Written guidelines for medical emergencies related to the use of AED units shall be provided to all ~~members of the core team~~ **employees instructed in the use of an AED**.

Responders' use of AED units shall not replace the care provided by emergency medical services (EMS) providers. Patient care shall be transferred to the EMS providers upon their arrival.

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall develop and disseminate administrative regulations that support this policy.

The Superintendent or designee shall annually, by June 30, report to the PA Department of Education detailing the number, condition, age, expiration date and placement of AEDs in each school building. [6]

~~AED units may be used by all members of the district's core team who have successfully completed training and any trained volunteer who has a valid course completion card.~~

Legal Footnotes

[1] **24 P.S. 1424**
LEGAL REFERENCE

[2] **24 P.S. 1401**
LEGAL REFERENCE

[3] **24-P-S-1423-1**
LEGAL REFERENCE

[4] **24-P-S-1423-3**
LEGAL REFERENCE

[5] **Pol. 123 — Interscholastic Athletics**
POLICY REFERENCE

[6] **24-P-S-1423-2**
LEGAL REFERENCE

Legal References

No additional references listed.