BACKUP DOCUMENTATION FOLLOWS FOR THE CURRENT MEETING OF THE NORTH EAST BOARD OF SCHOOL DIRECTORS.

INFORMATION WILL BE PROVIDED FOR ALL AGENDA ITEMS NOT PROTECTED UNDER ACT 84 CONFIDENTIALITY LAWS WHICH WOULD INCLUDE STUDENT ISSUES, PERSONNEL, LEGAL, SAFETY AND OTHER PROTECTED MATTERS RELEVANT TO DISTRICT OPERATIONS.

BACKUP WILL BE POSTED IN THE ORDER THAT IT APPEARS ON THE MEETING AGENDA.

NORTH EAST SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS
THURSDAY, APRIL 22, 2021

The North East School District Board of School Directors met in a Regular Meeting that began at 7:00 PM on Thursday, April 22, 2021 with the following board members present and socially distanced per COVID19 regulations: Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. Also in attendance were administrators Dr. Hartzell, Mr. Fox, Mr. Emick and Dr. Renne, and district solicitor Attorney Julia Herzing. Administrators Dr. Karns, Mr. Otis and Dr. Ritter were present via telephone conference. There were two visitors present and nine members of the public called in to participate remotely.

The pledge of allegiance was recited.

Mr. Mobilia announced that the North East Board of School Directors had met in an Executive Session prior to this evening's meeting concerning areas permissible under Act 84 which include confidentiality issues protected by law, student issues, personnel, legal matters, and other matters relevant to the operation of the district.

AGENDA REVISIONS

- Dr. Hartzell announced that the athletic bid award listing under Business Item #9 had been updated earlier this afternoon to include a vendor which was inadvertently left off the list.

PRESENTATIONS

- Proposed B-Fit Course Presentation – Administrators Dr. Renne and Mr. Emick were present along with Mrs. Catherine Moyer, Physical Instruction teacher at North East High School, to provide the board with information regarding this elective course proposed to be offered at the high school. Mrs. Moyer explained the basic objectives of the course. The B-Fit elective would provide mentoring and leadership opportunities for high school students, promoting nutrition and healthy lifestyles for both high school and elementary age students. Dr. Renne and Mr. Emick discussed the scheduling process in their respective buildings which would allow for the course to easily be made available to both groups of students. Addition of this elective course would foster excitement about wellness and help to build bridges across campus. Discussion followed with the presenters answering questions from board members.

- Proposed Tentative Budget Update and Discussion – Mr. Fox shared a brief summary of changes that have been made to the proposed tentative budget for 2021-22 since the last meeting. Although Act 1 would permit up to a 4.3% increase in taxes, administration is recommending just a 1.94% increase at this time. This would be $27.00 per $100,000 of assessed value, or an increase of approximately $2.25 per month. Brief discussion took place regarding ESSER III recovery act funds. These one-time funds will be used for needed capital expenditures rather than for operating revenue, as they will only be available through September 2024. The board will have opportunity for further discussion or edits to the proposed budget as needed at the May meetings, with final budget adoption slated for June 3, 2021.

BOARD REPORTS

- North East Recreation Commission – Mr. Wargo reported that the commission is tentatively planning to offer some abbreviated programs or possibly weekly sports camps, all contingent upon finding a director. Summer grab-and-go meal options are being discussed and beach lifeguards are being lined up for the summer season. The commission will meet again next week.

- Northwest Tri-County Intermediate Unit – Dr. Blystone reported general highlights from the IU board's March meeting and will send more detailed information out to board members via email. She noted that the Executive Director had received a letter from a local board president, thanking the IU for hosting the clinic at which 2800 vaccinations were administered for participating district employees.

DRAFT

NORTH EAST SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS
THURSDAY, APRIL 22, 2021

- Erie County Technical School – Mr. Boyd reported a normal business meeting at the technical school in March. Enrollment numbers are down in a few courses this year but the board is discussing scheduling change options rather than eliminating these courses, and field trips are beginning to resume. There was a pre-bid meeting with potential contractor for the renovation project which is moving along slowly. Mr. Boyd has a copy of the blueprints for proposed renovations. These will be made available in the business office if any board member would like to review them.

- School Health Council – Mrs. Abata shared the following from the March School Wellness Council meeting:
  - Mrs. Hedlund reported that free meals have been approved until September of this year, and there has been an increase in breakfast participation at the elementary center. Families who would qualify for free or reduced meals have a benefit available to them in which the funds are electronically transferred back to them via a stipend for the purchase of food items for meals at home. It is important for families to complete the application paperwork so that those funds may be made available to them. Mrs. Hedlund is working on another grant for increased local fresh fruits and vegetables.
  - The mobile dentist program has been very successful this year, having seen 66 students to date with another 31 scheduled to be seen in June. High school students were added this year and the number is expected to grow as the student population moves through the grade levels.
  - It is believed that many staff members took advantage of the recent opportunities for COVID vaccinations. Mr. Beardsley stated that although stress levels remain high, the staff has been efficient and effective in their jobs. The CALM program will offer a p.m. time for staff which may be more conducive to their schedules.
  - Student representative Hamilton Kraemer shared that normalizing activities and loosening of some restrictions has helped the student body greatly. The students are looking forward to having a Prom this year and many are interested in getting vaccinated as it becomes available to them.
  - Full minutes from the Wellness Committee meeting will be emailed to all board members.

- Superintendent's Report
  - Dr. Hartzell reviewed current COVID statistics and thanked the pandemic team for the great job that they are doing to keep numbers down. Erie County has moved to the substantial phase for the week ending April 16th. North East has been in substantial consistently since last November. The latest revisions to the district pandemic safety plan are on the agenda for approval this evening as required by law. Dr. Hartzell would like to send a voluntary survey to staff regarding the vaccines. As of April 16, 2021, 27% of Pennsylvania schools are full in person, 42% are operating in a hybrid mode and 31% are remote.
  - The Superintendent's Advisory Council continues to meet weekly with the Erie County Department of Health. There are several legislative House and Senate bills currently in the pipeline that could potentially have an impact on public education.
  - The district continues to work on College in the High School partnerships and is hopeful to be approved for a Pitt-Bradford partnership in the near future. The Mansfield Early Start program is now accepting applications for summer sessions. The link for the Mansfield ESP program may be found on the district website. These are great opportunities for our students and families, offering significantly reduced tuition rates for our students while they are still enrolled in high school.
  - Congratulations were extended to the Science Olympiad team that placed 27th out of 46 teams in the state championships last weekend. Six North East teams earned medals in various events.
  - North East High School students will present the spring play "Charley's Aunt" live in the high school auditorium on April 30th, May 1st, May 7th and May 8th. Due to limited indoor capacity, advanced reservations are encouraged. The students have been working hard on this production and we hope to see you there!
  - Dr. Hartzell thanked the district's secretarial staff on the occasion of Administrative Professionals week. The district is fortunate to have an outstanding and dedicated group of professionals.

Mr. Mobilia noted that he recently attended a Community Foundation meeting with Dr. Hartzell and Dr. Ritter, and was very proud to be in attendance with them. He shared that it was an excellent meeting and that our district administrators are great at representing the district, working on behalf of our children.

APPROVAL – Minutes- Regular Meeting of March 18, 2021

In a motion by Mr. Cancilla and second by Mr. Boyd to approve the minutes of the Regular Meeting of March 18, 2021, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

APPROVAL – Business Items #1-10

In a motion by Mr. Boyd and second by Mr. Wargo to approve Business Items #1-10, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

1. The Board approved the General Fund Invoices:
   a. Invoices Paid Prior to Board Meeting (Copy filed herein page/ref# 5966-A)
   b. Invoices for Approval (Copy filed herein page/ref# 5966-B)

2. The Board approved the Food Service Operating Bill Listings. (Copy filed herein page/ref# 5966-C)

3. The Board approved the Capital Projects Invoices for approval in the amount of $164,418.51. (Copy filed herein page/ref# 5966-D)

4. The Board approved the Capital Projects Report dated March 31, 2021. (Copy filed herein page/ref# 5966-E)

5. The Board approved the Treasurer's Report dated March 31, 2021. (Copy filed herein page/ref# 5966-F)

6. The Board approved the Food Service Report for the period ending March 31, 2021. (Copy filed herein page/ref# 5966-G)

7. The Board approved the Activity Fund Report for the period ending March 31, 2021. (Copy filed herein page/ref# 5966-H)

8. The Board awarded the bid for sidewalk repairs to the low bidder meeting specifications, Empire Snow Management, Inc. in the amount of $149,975.00.

NORTH EAST SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS
THURSDAY, APRIL 22, 2021

9. The Board accepted the following bids for athletic supplies for the 2021-2022 school year:

3B Enterprises	$ 3,302.00
Aluminum Athletic Equip. (AAE)	$ 35.70
BSN Sports	$ 4,646.53
Collins Sports Medicine	$ 1,784.27
DeMans Team Sports	$ 15,510.24
MEDCO	$ 574.79
M-F Athletic Company, Inc.	$ 2,289.00
Pyramid School Products	$ 2,047.10
Riddell / All American	$ 1,015.60
Henry Schein Medical	$ 817.15
Sporting Goods, Inc.	$ 1,513.45
Sportsmans Supply Co.	$ 5,260.28
TOTAL FOR APPROVAL	$38,796.11

10. The Board approved the purchase of a districtwide VOIP phone system upgrade in the amount of $92,990.30 with Levco Communications utilizing a cooperative purchasing agreement with the National Cooperative Purchasing Alliance (NCPA).

APPROVAL – Business Item #11 Proposed Final Budget for 2021-22

In a motion by Mr. Behnken and second by Mrs. Abata to approve Business Item #11, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

11. The Board approved the 2021-2022 Proposed Final Budget for the North East School District in the amount of $26,419,493. Be it further resolved that the North East School District proposes levying a tax of 14.36 mills per dollar of market value on real estate (1.94% increase from 2020-2021), and under Act 511 of 1965, a one percent earned income tax (school district share .5%), and a one percent real estate transfer tax (school district share .5%) under the same Act 511. (Copy filed herein page/ref# 5967-A)

APPROVAL – Personnel Items #1-19 with a Separation on Item #15, Individual #2

In a motion by Dr. Blystone and second by Mr. Cancilla to approve Personnel Items #1-19 with a separation on Item #15 – Individual #2, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

1. The Board approved the retirement request of Mrs. Susan Scriven, Crossing Guard Aide - North East Elementary Center, effective June 10, 2021.

2. The Board approved the retirement request of Mrs. Kelly Barker – Bus Driver, effective June 29, 2021.

3. The Board approved the retirement request of Mrs. Brenda Wydro, Instructional Aide – North East Intermediate Elementary, effective June 10, 2021.

4. The Board accepted the resignation of Mr. Aaron Wood, Mathematics Teacher – North East High School, effective retroactive to June 30, 2020.

5. The Board accepted the resignation of Ms. Kaitlyn Sheward, Personal Care Aide - Davis Primary, effective retroactive to March 19, 2021.

6. The Board accepted the resignation of Mr. James Kitchen, Full-time Custodian – North East High School, effective retroactive to April 7, 2021.

7. The Board accepted the resignation of Mr. Richard Haight – Bus Driver, effective retroactive to March 26, 2021.

8. The Board accepted the resignation of Dr. Roger Wolbert, Mathematics Teacher – North East High School, effective June 10, 2021.

9. The Board employed Ms. Angela Parker (District Substitute List) as a Full-time Learning Support Teacher - North East High School, Temporary Professional Employee Status at a base salary of $44,909 (Step M-1 prorated for 181 days) with respective benefits, effective retroactive to August 28, 2020.

10. The Board employed Ms. Alyssa Maas as a full-time Personal Care Aide – Davis Primary (7 Hours/day at $12.75 per hour) without benefits for a 60-working-day probationary period as per contract effective April 23, 2021 through June 10, 2021. Following the probationary period, the rate will remain the same. This is a temporary position for the remainder of the 2020-2021 school year only.

11. The Board employed Mr. Stephan Aldrich as a full-time Custodian – North East High School (8 Hours per day at a rate of $11.76 per hour) with benefits for a sixty-working-day probationary period as per contract effective April 26, 2021. Following the probationary period, the rate will remain the same.

12. The Board employed Mrs. Deanna Havens (District Substitute List) as a Long-term Day-to-Day Substitute Kindergarten Teacher – Davis Primary, at a salary of $190.00 per day retroactive to February 22 consecutively through May 3, 2021, to be followed by B-1 rate of $242.20 per day consecutively from May 4 through June 10, 2021 without benefits and excluding tuition reimbursement as per Board Policy 305.

13. The Board approved Family Medical Leave for the individual(s) listed below.

	Staff Member	Position/Location	Duration
1	Tracee Peterson	Secretary – North East High School	April 19 to June 30, 2021 (Intermittent)

14. The Board approved a medical leave of absence for Ms. Mary Greishaw, Cook's Helper – North East High School, effective May 17 through June 10, 2021. Ms. Greishaw will utilize all of her remaining available paid sick and personal days as per contract, to be followed by unpaid days for completion of this leave.

NORTH EAST SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS
THURSDAY, APRIL 22, 2021

15. The Board approved furloughs of the employees on the attached list for economic reasons, as a result of temporary in-person school closures due to COVID-19. (Copy filed herein page/ref# 5969-A)

16. The Board approved the following individual(s) for the position of coach(es)/advisor(s) and intramural(s) for the 2020-2021 school year at the steps listed below:

	COACHING POSITIONS	Recommendation	Step	Stipend
1	Baseball Assistant Coach	Patrick Bulger*	-	Volunteer
2	Softball Assistant Coach	Ashley Cabaday*	-	Volunteer
3	Volleyball Assistant Coach – Gr. 7&8	Sienna Vogel*	-	Volunteer
	ADVISORY POSITIONS – HIGH SCHOOL	**Recommendation**	**Step**	**Stipend**
	None recommended for this meeting			
	ADVISORY POSITIONS – MIDDLE SCHOOL	**Recommendation**	**Step**	**Stipend**
	None recommended for this meeting			
	INTRAMURAL COACHES & ADVISORS	**Recommendation**	**Step**	**Stipend**
4	Competitive Swim Lifeguard approx. 35 Hrs.	Frances Schoenfeldt*	-	$9.00/Hr
5	Track Coach Gr. 7&8	Nicole Welch	A	$1,325.20
*Non-employee pending remaining pre-employment requirement(s)				

17. The Board approved the use of current instructional staff, non-instructional employees and/or substitute employees to staff the following Extended School Year (ESY) special education programs to be funded by ESSER III Relief funds:

Program	Dates	Staffing Details
Autistic Support ESY Approx. 14 students	June 21 – July 23, 2021 No ESY the week of 7/4 Students 8:30 – 12:30 Staff 8:00 – 1:00	• Three (3) Instructional Staff not to exceed combined total 180 hours at COVID rate of $30/hour • Five (5) Instructional Aides not to exceed a combined total 240 hours at $12.75/hour • One (1) Personal Care Aide not to exceed a total of 48 hours at $12.75/hour
Life Skills Support ESY Approx. 11 students	June 21 – July 23, 2021 No ESY the week of 7/4 Students 8:30 – 12:30 Staff 8:00 – 1:00	• Two (2) Life Skills Support Teachers not to exceed combined total 120 hours at COVID rate of $30/hour • Two (2) Instructional Aides not to exceed a combined total of 96 hours at $12.75/hour
Learning Support ESY Approx. 22 students	June 21 – July 23, 2021 No ESY the week of 7/4 Students 8:30 – 12:30 Staff 8:00 – 1:00	• Three (3) Instructional Staff not to exceed combined total 180 hours at COVID rate of $30/hour
Nursing	June 21 – July 23, 2021 No ESY the week of 7/4 Students 8:30 – 12:30 Staff 8:00 – 1:00	• One (1) nurse not to exceed a total of 48 hours at COVID rate of $30/hour

18. The Board approved the use of current instructional staff, non-instructional employees and/or substitute employees to staff the following summer 2021 COVID Compensatory Services (CCS) for special education students, to be funded by ESSER III Relief funds:

Program	Dates	Staffing Details
Autistic Support CCS Approx. 4 students	June 15, 16, 17, 2021 July 27, 28, 29, 2021 Students 8:30 – 12:30 Staff 8:00 – 1:00	• Three (3) Instructional Staff not to exceed combined total 63 hours at COVID rate of $30/hour • Two (2) Instructional Aides not to exceed a combined total 48 hours at $12.75/hour • One (1) Personal Care Aide not to exceed a total of 27 hours at $12.75/hour
Life Skills Support CCS Approx. 5 students	June 15, 16, 17, 2021 July 27, 28, 29, 2021 Students 8:30 – 12:30 Staff 8:00 – 1:00	• Two (2) Life Skills Support Teachers not to exceed combined total 60 hours at COVID rate of $30/hour • One (1) Instructional Aide not to exceed a total of 24 hours at $12.75/hour
Emotional Support CCS Approx. 3 students and Learning Support CCS Approx. 1 student	June 15, 16, 17, 2021 July 27, 28, 29, 2021 Students 8:30 – 12:30 Staff 8:00 – 1:00	• One (1) Instructional Staff not to exceed a total of 30 hours at COVID rate of $30/hour • One (1) Instructional Aide not to exceed a total of 24 hours at $12.75/hour

19. The Board approved the use of current instructional staff, non-instructional employees and/or substitute employees to staff the following Summer Learning Lab for K-12 students, to be funded by ESSER III Relief funds:

Program	Dates	Staffing Details
Grade Level Programs to be determined based upon student needs/enrollment	June 14 – July 29, 2021 Mondays – Thursdays (No SLL week of July 4) Students 8:30 – 12:30 Staff 8:00 – 1:00	• Instructional Staff to be paid at COVID rate of $30/hour – Total staffing hours to be determined based upon need/enrollment • Instructional Aides to be paid at $12.75/hour – Total hours to be determined based upon need/enrollment • Bus Drivers to be paid 3 hours per day at $13.24/Hour – Up to 4 drivers, to be determined based upon need/enrollment • One (1) Head Cook at $16.50/Hour and Up to Two (2) Cook's Helpers to be paid at COVID rate of $13.48/hour based upon need/enrollment

APPROVAL – Personnel Item #15, Individual #2

In a motion by Dr. Blystone and second by Mr. Cancilla to approve Personnel Item #15 – Individual #2, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. "Abstain" – Mr. Riedel. Motion carried.

15. The Board approved furloughs of the employees on the attached list for economic reasons, as a result of temporary in-person school closures due to COVID-19. (Copy filed herein page/ref# 5970-A)

NORTH EAST SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS
THURSDAY, APRIL 22, 2021

Prior to the vote on Student Travel Request #1, a discussion took place regarding the venue for the Prom and also COVID safety procedures to be observed. Everyone is hopeful for a fun and safe event for the students.

APPROVAL – Student Travel Request #1

In a motion by Mr. Cancilla and second by Mr. Riedel to approve Student Travel Request #1, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

(1) NAME/PARTICIPANT	DATE/TIME/PLACE	ITEMIZED CATEGORIES	EXPENSES PAID BY GRANTS, PARTICIPANTS, CLUBS, FUNDRAISERS, DONATIONS	EXPENSES PAID BY DISTRICT
Junior & Senior classes – approx. 210 students Cathy Duma Bill Renne Nate Otis Jeremy Markham Matt Puskar Laura Panek Catherine Moyer Jamison Drab	Saturday, May 8, 2021 7:00 p.m. to 10:30 p.m. Zem Zem Banquet & Conference Center 2525 West 38th Street Erie, PA 16506	Admission Venue Refreshments DJ/ Photo Booth / Uplighting	*$4,620.00 *$1,250.00 $689.85 *$1,350.00	-0-
		TOTALS	*$7,909.85	-0-
*Admission paid by Participants / All other expenses to be paid out of Senior Class Funds				
PURPOSE: North East High School Jr/Sr Prom				

Various board members commented in support of the proposed B-Fit Leadership elective prior to this vote. It is hoped that similar leadership opportunities might be made available in business and other academic courses in the future.

APPROVAL – Curriculum Item #1

In a motion by Dr. Blystone and second by Mr. Riedel to approve Curriculum Item #1, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

1. The Board approved the addition of a "B-Fit Leadership" course to the Health and Physical Education curriculum at North East High School for the 2021-2022 school year. (Copy filed herein page/ref# 5971-A)

APPROVAL – Additional Educational/ Operational Functions #1-6

In a motion by Mr. Boyd and second by Mr. Cancilla to approve Additional Educational/Operational Functions #1-6, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

1. The Board approved the revised Pandemic Health and Safety Plan for North East School District as attached. (Copy filed herein page/ref# 5972-A)

2. The Board approved an extension of Board Policy 000.1 – Temporary Suspensions – COVID-19 through June 30, 2022. (Copy filed herein page/ref# 5972-B)

3. The Board approved North East School District's participation in the Education Leading to Employment and Career Training (ELECT) program which is administered through the Northwest Tri-County Intermediate Unit consortium.

4. The Board approved the participation of the North East School District in the Northwest Tri-County Intermediate Unit Emergency Substitute Consortium at a cost of $3,694.20 for the 2021-2022 school year.

5. The Board approved the attached agreement between the North East School District and the Northwest Tri-County Intermediate Unit for Language Instructional Education Program services for the 2021-2022 school year. (Copy filed herein page/ref# 5972-C)

6. The Board approved Ms. Lauren Wittman to be added as a member of the Athletic Facilities Improvement Committee.

APPROVAL
Draft Policy Revisions

In a motion by Mr. Sucha and second by Dr. Blystone to waive the second and third readings and to approve revisions to the board policies listed below, the Board, in a roll call vote, voted as follows: "Ayes" – Mrs. Abata, Mr. Behnken, Dr. Blystone, Mr. Boyd, Mr. Cancilla, Mr. Mobilia, Mr. Riedel, Mr. Sucha and Mr. Wargo. "Nays" – 0. Motion carried.

Policy No.	Description
004	Membership – Revised (Copy filed herein page/ref# 5972-D)
113.1	Discipline of Students with Disabilities – Revised (Copy filed herein page/ref# 5972-E)
113.2	Behavior Support – Revised (Copy filed herein page/ref# 5972-F)
113.4	Confidentiality of Special Education Student Information – Revised (Copy filed herein page/ref# 5972-G)
209	Health Examinations/Screenings – Revised (Copy filed herein page/ref# 5972-H)
805.1	Relations with Law Enforcement Agencies – Revised (Copy filed herein page/ref# 5972-I)

ITEMS FOR FUTURE PRESENTATION, DISCUSSION, AND/OR BOARD ACTION

- Food Service Department Update & Jump with Jill Nutrition Program – May 6, 2021
- Budget Process Timeline:
  - Budget Discussion / Updates if Needed – May 6, 2021 and May 20, 2021
  - Final Budget Adoption – June 3, 2021

NORTH EAST SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL DIRECTORS
THURSDAY, APRIL 22, 2021

UPCOMING DISTRICT EVENTS

- Spring Play "Charley's Aunt" performance dates
  - Friday, April 30 – 7:00 p.m.
  - Saturday, May 1 – 7:00 p.m.
  - Friday, May 7 – 7:00 p.m.
  - Saturday, May 8 – 2:00 p.m.
- Thursdays, May 6 and 20, 2021 – May Board Meetings
- Friday, May 7 – Kindergarten Registration
- Friday, May 7 and Monday, May 10 – K-12 Hybrid Days
- Saturday, May 8 – NEHS Jr./Sr. Prom at Zem Zem Shrine Club – 7:00 – 10:30 p.m.
- Tuesday, June 1 – Baccalaureate – 7:00 p.m. at NEHS Auditorium
- Wednesday, June 2 – Academic Awards – 7:00 p.m. at NEHS Auditorium
- Thursdays, June 3 and 17, 2021 – June Board Meetings
- Saturday, June 5 – GRADUATION – 11:00 a.m. at NEHS Stadium – Rain date will be Sunday, June 6 at 2:00 p.m.

Mr. Mobilia announced that the North East Board of School Directors would meet in an Executive Session following this evening's meeting concerning areas permissible under Act 84 which include confidentiality issues protected by law, student issues, personnel, legal matters, and other matters relevant to the operation of the district.

ADJOURNMENT: By acclamation the regular meeting was adjourned at 7:58 PM.

_____
Jeffrey A. Fox, Board Secretary

RESOLUTION

WHEREAS, Pennsylvania's Right-to-Know Law (RTKL) requires state and local government agencies, including public school entities, to disclose documents that meet the Law's definition of a public record; and

WHEREAS, the RTKL contains specific responsibilities and procedures as well as restrictive timelines for processing and responding to requests for the inspection and duplication of records that are determined to be public records; and

WHEREAS, public agencies, including school entities, must appoint an open records officer who is responsible for receiving right-to-know requests, tracking progress in responding to such requests, and issuing interim and final responses to the Requester; and

WHEREAS, the RTKL also established a state Office of Open Records (OOR) to review appeals of decisions made by public agencies; and

WHEREAS, the original Right to Know Act was passed in 1957 and has been updated through the years, but the last comprehensive changes were made pursuant to Act 3 of 2008; and

WHEREAS, while the RTKL works to ensure that requesters can secure access to public record information, the Board of School Directors of the North East School District believes that the General Assembly should act update the Right-to-Know Law to address concerns which ultimately cost the taxpayers of the District money in order to respond to requests that do not serve the public interest; and

WHEREAS, the Board believes that common sense changes can be made to clarify and improve the RTKL while maintaining the goals of transparency and accountability, including revisions to address abuses associated with extensive, complex, confusing or frequent requests that fail to serve a public purpose; and

WHEREAS, some requests require extensive amounts of staff time and may require the agency to incur significant legal fees because of the number of records which must be located, reviewed, redacted, possibly duplicated, and re-filed, and may involve information sought by companies for a commercial, profit-making purpose; and

WHEREAS, some requests are made by vexatious requesters, individuals who use the RTKL with malicious intent to intimidate, harass, or punish a public agency, wasting taxpayer resources; and

WHEREAS, public agencies have seen a small but steady increase in recent years in the number of individuals using the law in this manner, a practice which was not anticipated by the General Assembly when the RTKL was passed; and

WHEREAS, Senate Bill 312 provides for fees incurred in response to commercial requests, many of which are vague, overbroad or voluminous and can take hours of staff time and may even require the involvement of a public agency's attorney to evaluate the request.

allowing public agencies to charge reasonable fees for the search, review, and compilation of records which are requested for commercial purposes; and

WHEREAS, current law does not allow public agencies to recoup any of the costs associated with complying with these requests because the current fee structure does not allow any fees beyond duplication and mailing costs, causing taxpayers to pay for the search, review, and compilation of records requested for the purpose of generating revenue for the requester; and

WHEREAS, Senate Bill 552 would create a new process by which agencies may petition the Office of Open Records (OOR) for relief from a vexatious requester, who would be identified through a number of factors, and the OOR process would include information gathering, hearings, and possible mediation before a final opinion is rendered

WHEREAS, Senate Bill 552 provides relief from a requester identified as vexatious, including an order that the public agency would not have to comply with a request from the vexatious requester for up to one year; and

WHEREAS, Senate Bill 552 is supported by the Pennsylvania School Boards Association, the County Commissioners Association of Pennsylvania, the Pennsylvania Municipal Authorities Association, the Pennsylvania Municipal League, the Pennsylvania State Association of Boroughs, the Pennsylvania State Association of Township Commissioners, and the Pennsylvania State Association of Township Supervisors;

NOW, THEREFORE, BE IT RESOLVED, that the Board of School Directors of the North East School District supports the common sense reforms set for in Senate Bill 312 and Senate Bill 552 and calls upon the General Assembly to meaningfully revise the current Right to Know Law to ensure that public agencies and taxpayers are no longer paying for responding to information requests made for commercial purposes and for frequent requests made by individuals who use the RTKL with malicious and vexatious intent.

Adopted this _____ day of _____, 2021.

Signed,

_____ _____

School Board President Board Secretary

RESOLUTION
AUTHORIZATION TO PARTICIPATE IN ARIN'S COOPERATIVE PURCHASING PROGRAM

WHEREAS, it is generally financially advantageous to purchase school supplies in large quantity, and

WHEREAS, several local educational agencies in the ARIN Intermediate Unit 28 and Riverview Intermediate Unit 6 have formed a Cooperative Purchasing Program for the purpose of purchasing school supplies for the school year 2021-2022 and thereafter, and

WHEREAS, several local educational agencies in the Northwest Tri-County Intermediate Unit 5 have been authorized to piggyback on the ARIN Cooperative Purchasing Program for 2021-2022.

BE IT RESOLVED that the Board of Directors of North East School District agree to participation in the coordinated ARIN Cooperative Purchasing Program.

Adopted by the North East Board of School Directors on the 6th day of May, 2021.

_____	_____
Nicholas C. Mobilia, President North East Board of School Directors	Jeffrey A. Fox, Business Manager North East School District

UPMC SPORTS MEDICINE

ATHLETIC TRAINING & MEDICAL SERVICES AGREEMENT

THIS ATHLETIC TRAINING & MEDICAL SERVICES AGREEMENT ("Agreement") is made and entered as of the 6th day of May, 2021 ("Effective Date") between UPMC Sports Medicine, a division of UPMC Presbyterian Shadyside ("UPMCSM"), Regional Health System ("RHS", RHS and UPMCSM collectively referred to herein as "UPMC") and North East School District (the "School"), (the School, RHS and UPMCSM each sometimes referred to herein as a "Party" and collectively the "Parties");

WHEREAS, the School desires that UPMCSM provide AT Services (as defined herein);

WHEREAS, as part and parcel with AT Services, the School desires that RHS provide Medical Services (as defined herein, with Medical Services and AT Services combined, herein referred to as "Services"); and

WHEREAS, the School, RHS and UPMCSM now wish to enter into a written agreement setting forth the terms and conditions for the provision and purchase of Services.

NOW, THEREFORE in consideration of the mutual promises set forth herein and intending to be legally bound, the Parties agree as follows:

1. **Term of Agreement.**

    a. Term. The term of this Agreement shall begin on July 1, 2021 ("Commencement Date") and conclude on June 30, 2026 (the "Term").

    b. Renewal Term(s). At the end of the Term, the Parties may renew the Agreement for additional term(s) by entering into a new agreement and/or amendment of this Agreement; provided, however, the Parties agree to discuss the terms of the new agreement/amendment at least ninety (90) days prior to the expiration of this Agreement and the Parties agree that any new agreement/amendment shall be executed at least thirty (30) days prior to the expiration of this Agreement to allow UPMC to ensure adequate staffing for Services provided in a subsequent term.

2. **Termination of Agreement.**

    a. Either UPMC or the School may terminate this Agreement based upon a material breach of the other's obligations under the terms of this Agreement. The terminating party shall so notify the other party in writing pursuant to Section 12 (which notice shall specify the breach claimed) and termination shall become effective thirty (30) calendar days after receipt of such written notice; provided,

however, the alleged breaching party shall have such thirty (30) day period to cure the specified breach and cure (or for matters that cannot be fully cured within such time, commenced and continued to diligently pursue appropriate corrective action) shall nullify such termination.

b. No party shall be liable to the other party for any failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is directly caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, acts of God, natural disasters, flood, fire, earthquake, explosion, war, terrorist threats or acts, riot, civil unrest, travel ban or act of any governmental authority, governmental or judicial action, order, or law, national or regional emergency, disaster, disease, endemic or pandemic, quarantine, strike, lockout, or labor stoppages (each a "Force Majeure Event"). Notwithstanding the foregoing, Impacted Party's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions or supplier actions, or contract disputes will not excuse performance by Impacted Party under this section. Moreover, Impacted Party shall be excused from performance only during the period of the Force Majeure Event, and Impacted Party shall use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and resume full performance of its obligations under this Agreement upon the cessation or conclusion of the Force Majeure Event.

   Also, in consideration of UPMC's hiring and dedication of Athletic Trainers, commitment of Physician resources to serve the School, and to allow for a transition of care for Student-Athletes receiving Services, the School, if an Impacted Party, shall provide UPMC written notice of a Force Majeure Event and shall be obligated for the payment of Services on a pro rata basis for the period of time that includes the next two weeks after the date such notice is received by UPMC and UPMC shall be obligated to continue Services during such subsequent two week period. By way of example, without limitation, if the School's fall athletic season is suspended due to the current coronavirus pandemic and the School sends UPMC written notice of such Force Majeure Event that is received on October 1st, and the current contract year and Services began July 1st, the School shall be responsible for a pro rata payment through the end of October, i.e. 4/12ths of the annual payment obligation. The School will notify UPMC in writing when the Force Majeure Event has ended and UPMC will restart Services as soon as reasonably practicable, but no less than ten (10) days after receiving such notice, and the School's payment obligations shall resume on a pro rata basis beginning as of the date Services restart. The parties shall work in good faith to provide coordinate the resumption of Services as soon as possible.

Pricing and Payment Terms.

a. Pricing. The School agrees to pay UPMC for the Services on an annual basis in accordance with the Pricing Schedule attached hereto and made a part hereof as Attachment A.

b. Invoices. The Parties acknowledge and agree that the yearly price is broken down in the following percentages.

i. 40% first payment;
ii. 20% second payment;
iii. 20% third payment; and
iv. 20% final payment for the current academic year.

All invoices shall be paid net forty-five (45) days from receipt.

c. Travel. The School agrees that any request by the School (be it in connection with Services or Elected Services) that requires (i) travel by the Athletic Trainer and/or the Trainee to away games and any other off-School-site locations (ii) that requires the Athletic Trainer and/or the Trainee to use his/her personal vehicle is an actual out-of-pocket cost that UPMC may elect to collect from the School at its sole discretion pursuant to a separate invoice issued to the School. The Parties agree that such reimbursement will be for total mileage at the current IRS mileage rate and travel expenses including parking and tolls.

3. **Defined Terms.**

While some terms are defined elsewhere in this Agreement, the following terms shall have the following definitions:

a. "Student-Athletes" as used herein shall refer to any School student enrolled in the Sports listed on Attachment B.

b. "Serviced Sports" are those sports listed on Attachment B which shall receive all AT Services.

c. "Evaluated Sports" are those sports for which the Athletic Trainer and/or Trainee will only be expected to evaluate injured Student-Athletes and recommend a plan of care, it being understood that Student-Athletes in Evaluated Sports shall be provided these limited Services but not all Services.

d. "Sports" shall refer to both Serviced Sports and Evaluated Sports collectively.

e. "Athletic Director" shall refer to the main School-designated contact person within the Athletic Department of the School.

4. **Medical Services**

The term "Medical Services" is comprised of the following:

a. Physician Services. The services set forth in Attachment C shall be provided by RHS ("Physician Services"). This Attachment C will designate specific Events to be addressed by Physician Services.

b. Physician. Physician Services will be provided by attending physicians with an unrestricted license to practice in Pennsylvania (the "Physician"). The term "Physician" as used herein shall refer to any physician as described in this Section 5(b) assigned by RHS to provide Physician Services to the School pursuant to this Agreement and shall not refer to a Trainee as defined in Section 5(d) below.

c. Neuropsychologists. Certain Physician Services may also be provided by RHS psychologists, who are licensed without restriction and are not currently the subjects of disciplinary proceedings before the State Board of Psychology, and who specialize in neuropsychology ("Neuropsychologists").

d. Trainee. The Physician may work with a primary care sports medicine fellow or with an orthopedic surgery fellow or resident (each fellow or resident being a "Trainee"), to furnish some of the Physician Services pursuant to this Agreement, consistent with standards and rules applicable to the Trainee. A Trainee is supervised by and reports to faculty physician(s) and/or the Physician, who are immediately available on an as-needed basis via at least one of the following modes: phone call, email, and/or other electronic means.

5. **Athletic Trainer Services.**

a. AT Services. The Athletic Trainer shall provide those certain athletic training services (collectively "AT Services") as generally set forth in Subchapter H issued under Section 51.1 of the Medical Practice Act of 1985 (63 P. S. § 422.51a(d)); amended under Sections 8 and 51.1(d) of the Medical Practice Act of 1985 (63 P. S. § § 422.8 and 422.51a(d). The term "Athletic Trainer" as used herein shall refer to any athletic trainer assigned by UPMCSM to provide AT Services to the School pursuant to this Agreement. The School acknowledges and agrees that UPMCSM has recommended the number of athletic trainers appropriate for the School's needs and that the School has the final authority to determine the number of Athletic Trainers to be provided pursuant to this

Agreement; the number of agreed-to Athletic Trainers is set forth on Attachment A.

b. Sports Covered by AT Services. The Athletic Trainer shall provide AT Services to Student-Athletes who participate in Serviced Sports"; provided, however, that the School may elect to engage the Athletic Trainer for Evaluated Sports for which the Athletic Trainer will be expected to only evaluate injured Student-Athletes and recommend a plan of care. The Sports covered by AT Services at home and away locations is set forth in Attachment D; provided, however, the Parties understand and agree that the Athletic Director and the Athletic Trainer will mutually agree as to which Sport and/or Sport event the Athletic Trainer shall provide AT Services on any given day. The Athletic Trainer agrees to be generally available for assignment by the Athletic Director as set forth in Attachment D; provided, in the event of conflicting events between Sports, the Athletic Trainer shall be assigned to a specific Sport event upon the mutual agreement of the Athletic Trainer and the Athletic Director.

c. Neurocognitive Baseline Testing. The Athletic Trainer will be available to coordinate and implement neurocognitive baseline testing with the support of the Athletic Director and other necessary personnel from the School. The environment for administration of testing shall conform to UPMC standards. In addition, the Athletic Trainer will arrange for testing on an as needed basis for limited contact and noncontact Sport teams covered under this Agreement. All baseline testing as above identified shall be without additional cost to the School or Student-Athlete. School students involved in sports not covered under this Agreement will be provided an opportunity to be tested by the UPMC Concussion Outreach Program at a separate, additional cost to the institution, organization or the Student Athlete. A UPMC Sports Medicine Concussion Program Neuropsychologist will be available for consultation and shall be consulted by the Athletic Trainer as necessary or appropriate. The Parties acknowledge that the ImPACT® baseline testing provided by UPMC is not intended to prevent, diagnose or treat a concussion and is not to be administered following a possible concussion. Based on recommendations from ImPACT® and the UPMC Sports Concussion Program, UPMC advises bi-yearly testing for contact sport athletes (See Table 1 attached hereto), whereas normative data can be used for all Sports covered under this Agreement.

d. Medical or Other Equipment. The Athletic Trainer will identify and report to the School any known malfunction or identified problem with any medical or other equipment owned or provided by the School and used for the care and treatment

of Student-Athletes at the School. Once a malfunction is reported, the Athletic Trainer will not operate any reported equipment until the unit in question is repaired/replaced. The School shall provide written documentation to the Athletic Trainer as to any equipment repaired by or on behalf of the School. Other than the previously stated reporting obligation, UPMC shall have no obligation or liability with respect to personal injury, death or property damage caused by equipment owned or provided by the School and the School shall indemnify and hold harmless UPMC with respect to any such liability pursuant to Section 14(b) of this Agreement.

e. Medical Supply Orders. The Athletic Trainer will be available to assist the School with inventory, budget, and ordering of athletic training capital and medical supply items for the current and following academic year for Sports. This function will be coordinated with the Athletic Director. Funding of this budget shall be the obligation of the School.

f. Conditioning Programs. The Athletic Trainer will be available upon request to consult with the School regarding the pre-season, in-season, and off-season conditioning programs for Sports as well as planning for practice sessions and other activities related to Student-Athletes at the School.

g. Equipment Selection and Fitting. The Athletic Trainer will be available upon request to consult with the School regarding equipment selection and fitting for Student-Athletes at the School.

h. Standard Operating Procedures and Emergency Action Plan. The Athletic Trainer will be available to assist with the development, implementation and revision of Standard Operating Procedures ("SOP") and an Emergency Action Plan ("EAP") for all athletic facilities within the School. These standing orders and action plan will be reviewed on a yearly basis by both the Athletic Trainer and the School. It is recommended that the SOP and EAP be distributed to all relevant personnel including coaches, administrators and nurses within the School.

i. Injury Action Plan. In the event of an injury of a Student-Athlete, upon request, the Athletic Trainer will assist the Student-Athlete and his/her parent/guardian in formulating or recommending a plan of care and coordinate access to medical care from the Physician or Trainee or provider of the parent/guardian's and/or Student-Athlete's choice. It will be the responsibility of the Student-Athlete and/or parent/guardian to determine that the Student-Athlete's medical insurance

is accepted by the Student-Athlete's medical provider of choice including a choice of the Trainee.

j. Fast Track Scheduling for Preferred Patients. If the Student-Athlete's medical insurance is accepted by UPMC, the Student-Athlete will be entitled to fast track scheduling as a "Preferred Patient" at UPMC Hamot, UPMC Freddie Fu Sports Medicine Center, UPMC Lemieux Sports Complex, UPMC South Hills, UPMC West Mifflin, UPMC North Huntingdon, UPMC at Oxford Drive, UPMC Greensburg, UPMC Outpatient Center in Hampton and/or UPMC Children's Hospital facilities. UPMC will work with the School and Student-Athletes to schedule at such locations that are convenient and have timely availability.

6. **Limitations on Provision of Services.**

a. Healthcare for Non-Contracted Schools. In the event that the school or organization competing with the School does not provide its own athletic trainer and/or medical care for its students and a student-athlete from that competing school or organization is injured or expresses a need for treatment at a Sport at which the Athletic Trainer, Physician and/or Trainee is present, the Parties agree that the Athletic Trainer, Physician and/or Trainee shall be obligated to evaluate injured student-athlete and recommend a plan of care and such treatment shall be deemed part of the Services provided hereunder.

b. Unable to Provide Athletic Healthcare. In the event that the Athletic Trainer, Physician and/or Trainee is unable to provide Services for a certain scheduled event or day due to events beyond his or her control, UPMC will make commercially reasonable efforts to provide coverage by substitute Athletic Trainer and/or Trainee who will be qualified and provide the Services. If no substitute is available, the Parties understand and agree that such individual non-covered events shall not entitle the School to compensation or reimbursement hereunder.

c. Out of Season/Extra Services. The School further agrees that UPMC will not be required to render Services to "out of season" Sports unless such practice times coincide with "in season" Sports having practices or scheduled competitions. If concurrent Sports are being played, the School will have the option of obtaining the AT Services rendered by an additional athletic trainer (based on availability) at a rate of forty dollars ($40.00) per hour. Any additional Athletic Trainer coverage desired by the School for games, events or practices shall initially be requested with reasonable advanced notice by the School. Coverage will be mutually agreed upon by UPMC and the School based on the availability of UPMC staff.

7. **Elective Services**.

a. School Elective Service. The School may, in its sole and absolute discretion, elect to engage UPMC to provide any of the following services ("School Elective Services") which shall be governed by the terms and conditions of this Agreement provided that UPMC receives notice of this election pursuant to Section 12 herein; provided however, the School acknowledges and agrees that the School Elected Services are not part of the Services provided hereunder and thus the School may be billed outside of the Pricing Schedule for each School Elected Services selected by the School.

i. Sports Performance Training;
ii. Sports Dietitian;
iii. UPMC Concussion Outreach Program; and
iv. UPMC Sports Medicine Concussion Program

b. UPMC Elective Service. UPMC may, in its sole and absolute discretion, elect to provide any of the following services ("UPMC Elective Services") which shall be governed by the terms and conditions of this Agreement but shall not be considered to be part of the "Services." UPMC may opt in or out of participation in any UPMC Elective Services at its discretion. UPMC's indemnity obligations regarding UPMC Elective Services shall apply only for the actions of the Student Aides to the extent (and during the time period when) the Student Aide is working under the direct supervision of the Athletic Trainer and beyond this time frame; UPMC shall not be responsible in any other respect for the actions of the Student Aides (students shadowing Athletic Trainers pursuant to Section 8(b)(i) and 8(b)(ii) are "Student Aides").

i. Secondary School Student Aide Program. Secondary school student aide program at the School for the training of students interested in athletic training pursuant to the guidelines set forth for such programs by the National Athletic Trainers' Association; and

ii. Clinical Preceptor. The Athletic Trainer may participate in the role of clinical preceptor (which allows college/university athletic training students the opportunity to complete their clinical rotation during the academic year by providing supervised athletic training services at the School at no additional cost to the School) so long as UPMC and the college/university supplying such students have entered into an agreement for such.

8. **Marketing and Branding Assets**. The School will provide certain marketing and branding assets to UPMC and "UPMC Sports Medicine" as set forth below, the value of which is reasonably equivalent to the difference between the reimbursements to UPMC provided for in Section 3 and the arms-length value of Services to be furnished hereunder. The specific marking and branding assets are listed in Attachment E.

9. **Covenants of UPMC.**

    a. Qualifications of Providers

        i. Athletic Training Services: The Athletic Trainer providing AT Services to the School will be certified by the Board of Certification, Inc. and licensed by the Commonwealth of Pennsylvania. In addition, the Athletic Trainer will have current clearances required by Pennsylvania law. UPMCSM shall maintain copies of all clearances and will forward to the School upon request.

        ii. Physician Services: The Physician has an unrestricted license to practice in Pennsylvania and is not currently the subject of disciplinary proceedings before the State Board of Medicine or Osteopathic Medicine, and who specialize in primary care sports medicine or orthopaedic surgery. A Trainee is supervised by and reports to faculty physician(s) and/or the Physician, who are immediately available on an as-needed basis via at least one of the following modes: phone call, email, and/or other electronic means.

        iii. Medical Services: A Trainee is supervised by and reports to faculty physician(s), who are immediately available on an as-needed basis via at least one of the following modes: phone call, email, and/or other electronic means.

    b. Scope of Practice of Athletic Trainers. At all times, the Athletic Trainer will act within the scope of practice permitted by his/her education and training as set forth in the regulations at 49 Pa. Code § 18.501 et seq. under the Medical Practice Act of 1985, 63 P.S. § 422.1 et seq. and/or the Osteopathic Medical Practice Act, 63 P.S. §271.1 et seq. and as further delineated in the Athletic Training Standards of Practice and the Athletic Training Practice Domains for the Athletic Trainer (BOC): www.bocatc.org. In addition, the Athletic Trainer providing AT Services will work under the direction of the supervising physician who shall be readily

available for consultation and shall be consulted by the Athletic Trainer as necessary or appropriate. The recommendations of the Athletic Trainer concerning a Student-Athlete's injury are advisory in nature and it is recommended that the Student Athlete follow-up with the Trainee and/or a physician of his/her choice regarding any injuries.

c. Confidential Health Records. UPMC will maintain confidential written paper and/or electronic health records ("EHR") of all injuries/illnesses that are reported to, evaluated and/or treated by the Athletic Trainer, Physician and/or Trainee. Such reports will be treated as confidential by UPMC and the School and each will maintain such confidentiality in accordance with all legal and regulatory requirements and their respective policies. Copies of the Student-Athlete's medical report will be provided to a designated School administrator upon provision to UPMC of a completed and properly executed "Authorization for Release of Protected Health Information" form.

d. School Related Policy & Procedure. While on the School's premises, the Athletic Trainer, Physician and/or Trainee shall comply with all the School policies which are previously provided to them in writing, including, without limitation, those proscribing the use or possession of alcohol, tobacco or weapons on the School premises.

10. **Covenants of the School.**

a. Forms and Information. Pursuant to Pennsylvania law, the School agrees that it will be responsible for distribution, collection and submission of (i) the Interscholastic Athletic Opportunities Disclosure Form to the Pennsylvania Department of Education ("PDE") and (ii) all forms, and information required under Pennsylvania law or by the PDE. In addition, the School shall be responsible for the provision to UPMC or the Athletic Trainer of a completed (x) "Authorization for Release of Protected Health Information" form and (y) Consent for Treatment, Payment and Health Care Operations ((x) and (y) forms referred to as "Consent Forms"), both of which will be signed by the parent/guardian for each Student-Athletes.

b. Pre-Participation Physicals. PIAA by-laws specify that prior to any student participating in practices, inter-school practices, scrimmages, and/or contests, at any PIAA member school in any school year, Student-Athletes are required to complete a Comprehensive Initial Pre-Participation Physical Evaluation

("CIPPE"). The School understands and agrees to the following guidelines with regard to CIPPE forms:

i. The School will assume the responsibility to educate the parents/guardians of Student-Athletes on procedures regarding obtaining and returning CIPPE forms;
ii. The School will be responsible for the distribution and collection of such CIPPE forms;
iii. The School will be responsible to assure CIPPE forms have all required information completed;
iv. The School will be responsible for determining Student-Athlete eligibility and informing the Athletic Director, Student-Athletes and the parents/guardians of Student-Athletes of eligible and ineligible Student-Athletes;
v. The School will permit UPMC to include Consent Forms as part of the pre-participation physical packet or distribute Consent Forms as part of the pre-participation physical (if applicable hereunder); the School agrees to be amenable to listing Consent Forms on the School's website to facilitate completion by the parents/guardians of Student-Athletes;
vi. UPMC will not be held responsible or liable if the aforementioned forms are not submitted prior to established deadlines and ineligible Student-Athletes participate in inter-school practices, scrimmages, and/or contests.

c. Written Practice/Game Schedules. The School will provide UPMC with reasonable advance written notice of the dates and times of each team's practice and game schedules. Changes in scheduling of practices and/or competitions will be made with reasonable advanced notice and coverage will be mutually agreed upon by UPMC and the School based on the availability of UPMC staff.

d. Clinical Space. The School will provide the Athletic Trainer, Physician and/or Trainee a designated and appropriately marked clinical space for the provision of the Services described in this Agreement. The School will not use, permit or condone the use of any non-UPMC medical professionals (including but not limited to chiropractors, neuropsychologists, podiatrists or primary care physicians) to utilize existing or additional clinical space at the School (which shall include, but not limited to, treatment areas or locker rooms) or any space associated with School athletic events or Sports for the provision of medical treatment of Student-Athletes (including, but not limited to, medical treatment, physical therapy and/or athletic training services) without consent of UPMC. This restriction applies to parents/guardians of Student-Athletes who elect to provide treatment to Student-Athletes.

e. Attendance at Athletic Training Staff Meetings. The School agrees to allow the Athletic Trainer to attend scheduled athletic training meetings including quarterly staff meetings and regional staff meetings. The dates and times will be provided in advance to the School by the Athletic Trainer.

f. Legislation. The School understands and agrees to comply with Pennsylvania law regarding Student-Athletes, including but not limited to the following provisions under Pennsylvania Statutes Title 24 Education:

vii. Title 24 P.S. Sections 16-1601-C through 16-1605-C, commonly referred to as "Disclosure of Interscholastic Athletic Opportunities", including, but not limited to:

1. The School will be responsible for distribution, collection and submission of the Interscholastic Athletic Opportunities Disclosure Form to the Pennsylvania Department of Education ("PDE");
2. The Athletic Trainer may assist in the completion of the form as it relates to Services;
3. UPMC will not be held responsible or liable if the completed form is not submitted prior to established deadlines; and
4. UPMC will not be responsible or liable for any information disclosed or not disclosed to the PDE regarding Student-Athletes' opportunities and treatment of Student-Athletes the preceding year.

viii. Title 24 P.S. Sections 5321 through 5323, commonly referred to as the "Safety in Youth Sports Act", including but not limited to:

1. The School must immediately remove any Student-Athlete suspected of a concussion from play; and
2. Student-Athletes cannot return to play until cleared, in writing, by an appropriate medical professional as defined in the Safety in Youth Sports Act.

ix. Title 24 P.S. Sections 14-1425, titled "Sudden Cardiac Arrest and Electrocardiogram Testing", including but not limited to:

1. The School shall be responsible for the following: A student participating in or desiring to participate in an athletic activity and the student's parent or guardian shall, each school year and prior to participation by the student in an athletic activity, sign and return to the student's school an acknowledgment of receipt and review of a sudden cardiac arrest symptoms and warning signs information

sheet that includes information about electrocardiogram testing developed under this section 14-1425.

2. Once each school year, a coach of an athletic activity shall complete the sudden cardiac arrest training course offered by a provider approved by the Department of Health of the Commonwealth. A coach of an athletic activity shall not coach the athletic activity until the coach completes the training course required under this section 14-1425;
3. The School must immediately remove any Student-Athlete suspected of a cardiac arrest from play; and
4. Student-Athletes cannot return to play until cleared, in writing, by a certified medical professional as defined in this Section 14-1425.

g. Lockable Storage – Medical Records. The School will provide safe and secure (lockable) storage for all medical records in compliance with HIPAA requirements. Limiting access to keys and pass codes to such locked cabinets and file rooms should be employed by the School. Care shall be given to assure that the area containing medical records is secured during clinic hours from patient or visitor access. Medical records shall be filed in a secure location that is locked during non-clinic hours to safeguard against loss, tampering, or use by unauthorized personnel.

h. Insurance Authorization. The School understands and agrees that neither UPMC nor the Athletic Trainer, Physician or Trainee will secure insurance authorization or verifications of insurance coverage for any Student-Athletes.

i. FERPA Regulations. The School agrees to allow UPMC to communicate with Family Educational Rights and Privacy Act ("FERPA")-regulated School employees to obtain and share health related information of the Student-Athletes at the School.

j. Internet Access. The School agrees to provide internet access to the Athletic Trainer and/or Trainee at appropriate locations on the School site in furtherance of the Services.

k. Mobile Phone Usage. The School agrees that the personal mobile phone usage of the Athletic Trainer for healthcare coordination of Student-Athletes, emergencies and other services provided for herein is at the discretion of the Athletic Trainer. A School-issued mobile phone for the Athletic Trainer is suggested for improved communication with administration and coaching staffs.

11. **Notice.**

a. Any notice or other communication contemplated by this Agreement, including but not limited to any waivers hereunder, shall be given by either (x) email or (y) personal delivery, by overnight courier, or by deposit in the United States mail, first class, certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the addresses shown below. Any notice or communication shall be deemed to have been given (i) as of the date of receipt, if received by email, (ii) as of the date of receipt, if received by hand delivery, overnight courier, or certified mail on or before 5:00 p.m.; and (iii) as of the next day after receipt, if received by hand delivery, overnight courier, or certified mail after 5:00 p.m. The School and UPMC may from time to time designate in writing and deliver in a like manner any changes in address at least ten (10) days before the change becomes effective.

To the School:	North East High School Attn: William Renne, Principal 1901 Freeport Road North East, PA 16428 wrenne@nesd1.org
To UPMC:	UPMC Freddie Fu Sports Medicine Center Attn: Kathleen Nachazel, Director, Athletic Training & Development 3200 South Water Street, Room 224 Pittsburgh, PA 15203 nachazelkm@upmc.edu
To RHS:	UPMC Hamot Attn: Lynn Rupp, President Regional Health System 201 State Street Erie, PA 16550

b. Performance or Behavior Issues. Notwithstanding anything to the contrary herein, if the School has complaints or concerns regarding the performance or behavior of the Athletic Trainer, Physician and/or Trainee performing the Services provided for in this Agreement, the School agrees to promptly bring such complaints or concerns to the attention of UPMC in writing and UPMC will attempt to resolve the issues in a

timely manner and to the reasonable satisfaction of the School. If the issues regarding the performance or behavior are not resolved to the reasonable satisfaction of the School within thirty (30) days from notice of the matter from the School to UPMC, UPMC will, subject to staff availability, designate a replacement Athletic Trainer, Physician and/or Trainee to provide Services to the School. UPMC's designation of a replacement service provider shall be deemed by both Parties to cure any such existing deficiency.

12. **Return to Play.**

a. Suspected Concussion: Pursuant to the Safety in Youth Sports Act (24 P.S. §5323) ("SYS Act"), the Athletic Trainer will evaluate Student-Athletes to determine whether they exhibit signs or symptoms of a concussion or traumatic brain injury. Upon being advised of a determination that a Student-Athlete exhibits signs or symptoms of a concussion or traumatic brain injury by a person authorized by the SYS Act (including the Athletic Trainer) (a "Concussion Determination"), the School shall remove such Student-Athlete from play. Once a Student-Athlete has been removed from play due to a Concussion Determination, neither the Athletic Trainer's nor a Trainee's advice shall be deemed to be the requisite clear for return to play decision pursuant to the SYS Act ("Concussion Medical Return To Play Decision"). A licensed physician may evaluate a Student-Athlete following a Concussion Determination and make a written Concussion Medical Return To Play Decision. Communications regarding a Student-Athlete that are not (a) based on evaluation of the Student-Athlete and (b) committed to writing as a medical opinion are not a Concussion Medical Return To Play Decision and may not be relied upon by a School to return to play a Student-Athlete who has been subject to a Concussion Determination.

b. Suspected Cardiac Arrest: Pursuant to Title 24 P.S. Section 14-1425, "Sudden Cardiac Arrest and Electrocardiogram Testing (the "SCA Statute"), the Athletic Trainer will evaluate Student-Athletes to determine whether they exhibit signs or symptoms of a sudden cardiac arrest. Upon being advised of a determination that a Student-Athlete exhibits signs or symptoms of a sudden cardiac arrest by a person authorized by the SCA Act (including the Athletic Trainer) (a "Cardiac Determination"), the School shall remove such Student-Athlete from play. Once a Student-Athlete has been removed from play due to a Cardiac Determination, neither the Athletic Trainer's nor a Trainee's advice shall be deemed to be the requisite clear for return to play decision pursuant to the SCA Act ("Cardiac Medical Return To Play Decision"). A licensed physician may evaluate a

Student-Athlete following a Cardiac Determination and make a written Cardiac Medical Return To Play Decision. Communications regarding a Student-Athlete that are not (a) based on evaluation of the Student-Athlete and (b) committed to writing as a medical opinion are not a Cardiac Medical Return To Play Decision and may not be relied upon by a School to return to play a Student-Athlete who has been subject to a Cardiac Determination.

c. Non-Concussion Injuries/Non-Cardiac Injuries: For any Student-Athlete with potential injuries outside the scope of a suspected concussion or traumatic brain injury or a sudden cardiac arrest, an Athletic Trainer, Physician and/or the Trainee may make a decision regarding whether it is medically appropriate for the Student-Athlete to be returned to play by the School.

d. Indemnification for CMRTPD: A Concussion Determination and Cardiac Determination shall herein be collectively referred to as a "Determination". A Concussion Medical Return To Play Decision and Cardiac Medical Return To Play Decision shall herein be collectively referred to as a "CMRTPD". In addition to indemnity obligations otherwise set forth herein, the School shall indemnify UPMC for any decision made to return a Student-Athlete to play that is made in contravention of a Determination or (following a Determination) without a CMRTPD or made against advice of the Physician, Trainee or Athletic Trainer generally regarding any injury (including, without limitation, cardiac, non-cardiac, concussion or non-concussion).

13. **Indemnity.**

a. UPMC's Indemnity Obligation. UPMC shall indemnify, defend, and hold harmless the School, its affiliates and their respective directors, officers employees and agents (collectively, the "School Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by School Indemnities Parties (collectively, "School Losses") arising out of UPMC Indemnified Parties' negligence; provided, however, the foregoing indemnity agreement shall not apply to School Losses attributable to a School Indemnified Parties' gross negligence or willful misconduct. All of UPMC's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

b. The School's Indemnity Obligation. The School shall indemnify, defend, and hold harmless UPMC, its affiliates and their respective directors, officers employees

and agents (collectively, the "UPMC Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by UPMC Indemnities Parties (collectively, "UPMC Losses") arising out of the School Indemnified Parties' negligence; provided, however, the foregoing indemnity agreement shall not apply to School Losses attributable to a UPMC Parties' gross negligence or willful misconduct. All of the School's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

14. **Insurance.**

a. UPMC Insurance Responsibilities. UPMC will maintain medical malpractice liability insurance coverage in an amount not less than the mandated limits set forth by the Pennsylvania Medical Care Availability and Reduction of Error Act for the Physician and Trainee and other allied health care providers including Athletic Trainer, but in no event less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate. A copy of the UPMC Liability Insurance Certificate will be available to the School upon request. UPMC will maintain Workers' Compensation coverage not less than the Commonwealth of Pennsylvania's statutory limits.

b. School Insurance Responsibilities.

x. The School will be responsible for maintaining appropriate levels of insurance coverage (excluding professional liability insurance covering the Physician and Trainee and/or Athletic Trainer) for its facilities, personnel and activities. A copy of the School certificate of liability insurance will be provided to UPMC prior to the full execution of this Agreement.

xi. The School will follow mutually agreed upon guidelines for the collection of information and completion of necessary forms for school-related secondary insurance;

1. The School will educate Student-Athletes and their parents/guardians on the availability and procedures regarding school-related secondary insurance;
2. The School will be responsible for the distribution and collection of such school related insurance forms;
3. UPMC will not be held responsible or liable if the completed forms are not submitted prior to established deadlines; and

4. The School understands and agrees that UPMC will not be responsible or liable for any medical charges incurred by the Student-Athlete that are not covered by the School's secondary insurance policy.

15. **Miscellaneous.**

a. Independent Contractor. The Parties agree and acknowledge that UPMC serves as an independent contractor, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of the School in its performance hereunder. All UPMC employees providing Services (including the Physician, Trainee and Athletic Trainer) hereunder shall be UPMC's employees, servants, or agents, and the entire management, direction, and control of all such employees shall be exclusively vested with UPMC. The School understands that it has no authority to act for, bind or obligate UPMC.

b. Governing Law. The construction and interpretation of this Agreement shall be governed by the laws of Pennsylvania, without regard to its conflicts of law's provisions.

c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, relating to such subject matter.

d. Agreement Supersedes. If the attachments and exhibits to this Agreement conflict with the terms of the Agreement, the terms of this Agreement shall supersede such conflicting terms in the attachments and exhibits.

e. Counterparts. This Agreement may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument.

16. **Immunity.** This Agreement shall not be interpreted to provide a wavier by the School District of the School's common law, statutory or constitutional governmental immunity or damage limitations; provide, however, that any such immunity or damages limitation shall not relieve the School District of its indemnification obligations to UPMC as set forth in this Agreement

17. **Right to Know Law**. The Right-to-Know Law 65 P.S. 67-101 et seq. applies to this Agreement.

IN WITNESS WHEREOF and intending to be legally bound, the Parties have executed this Agreement effective as of the date above first written.

WITNESS:

_____

UPMC PRESBYTERIAN SHADYSIDE

_____

John Innocenti
President

WITNESS:

_____

REGIONAL HEALTH SYSTEM

_____

Lynn Rupp
President

WITNESS:

_____

NORTH EAST SCHOOL DISTRICT

_____

Dr. Michele S. Hartzell
Superintendent

ATTACHMENT A: PRICING SCHEDULE

One (1) Athletic Trainer

5-Year Agreement

2021-22	$35,000.00
2022-23	$35,000.00
2023-24	$35,700.00
2024-25	$36,414.00
2025-26	$37,142.00

ATTACHMENT B: SPORTS

Serviced Sports

Boys' Sports	Girls' Sports
1. Baseball – Varsity and Junior Varsity	1. Basketball – 7th and 8th Grade
2. Basketball – 7th and 8th Grade	2. Basketball – Varsity and Junior Varsity
3. Basketball – 9th Grade	3. Cross Country – 7th and 8th Grade
4. Basketball – Varsity and Junior Varsity	4. Cross Country – Varsity
5. Cross Country – 7th and 8th Grade	5. Soccer – Varsity and Junior Varsity
6. Cross Country – Varsity	6. Softball – Varsity and Junior Varsity
7. Football – 7th and 8th Grade	7. Swimming – Varsity
8. Football – Varsity and Junior Varsity	7. Track & Field – Varsity and Junior Varsity
9. Soccer – Varsity and Junior Varsity	8. Volleyball – 7th and 8th Grade
10. Swimming – Varsity	9. Volleyball – Varsity and Junior Varsity
11. Track & Field – Varsity and Junior Varsity	
12. Volleyball – Varsity and Junior Varsity	
13. Wrestling – 7th and 8th Grade	
14. Wrestling – Varsity and Junior Varsity	

Evaluated Sports

Boys' Sports	Girls' Sports
1. Golf – Varsity	1. Cheerleading – Varsity
	2. Golf – Varsity

ATTACHMENT C: MEDICAL SERVICES

1. Home and Away Scrimmage and Game Coverage. Based on availability at RHS's sole discretion, RHS will furnish one (1) Physician and/or one (1) Trainee to provide evaluation and medical care to ill and/or injured Participants, based on the Participants best interest during each School home and away scrimmage and game for varsity football, which Trainee will be supervised by the Physician. The Physician and/or Trainee will arrive at least thirty (30) minutes prior to game time.

2. At all times that Services are being furnished pursuant to this Agreement, the Trainee and the Athletic Trainer have access to the RHS on-call primary care sports medicine or orthopaedic surgery Physician on call via at least one of the following modes: phone, email, and/or other electronic means.

ATTACHMENT D: Time of Performance of AT Services

The following sets forth the times when AT Services shall be rendered by the Athletic Trainer:

1. Practices.

    a. Weekday Practices. Unless otherwise set forth herein, the Athletic Trainer will be present on the first day of practice for Sports (as mandated by the state board or organization monitoring such sports) and Services shall continue through the completion of the Sports season during the Term of this Agreement. During the school week (Monday through Friday) when School is in session, the Athletic Trainer will be present approximately one (1) hour prior to the normal dismissal of School and will remain until approximately one (1) hour after completion of the practice/event. The times and dates of the practices will be coordinated between the Athletic Director of the School, the Athletic Training & Development Management Staff at UPMC and the Athletic Trainer at UPMC.

    b. Early Morning, Late Evening or Weekend Practices. Attendance by the Athletic Trainer at early morning or late evening practices during the School week (Monday through Friday) and any games or practices during the weekend will be attended at the discretion of the Athletic Training & Development Management Staff at UPMC and Athletic Trainer at UPMC. If the Athletic Trainer opts to provide Services on weekends, the Athletic Trainer will be entitled to opt for Saturday or Sunday coverage and shall be entitled to at least one day off per week.

2. Home Games. Unless otherwise set forth herein, the Athletic Trainer will be available to attend home games and scrimmages of Serviced Sports.

3. Away Games. Upon the mutual agreement of the Athletic Trainer and the Athletic Director, the Athletic Trainer will be available for away games for football games as long as football is a Services Sport.

4. Playoff Games. Upon the mutual agreement of the Athletic Trainer and the Athletic Director, the Athletic Trainer will be available for away games for Serviced Sports if the Service Sports are in a playoff competition.

5. Open Competitions of Serviced Sports at the School. For any open competition of Serviced Sports hosted by the School but not including any Sports (i.e. other non-covered schools competing against each other at the School location), the Athletic Trainer will be available to provide Services.

6. Special Events at the School. The Parties agree and understand that special sporting events at the School (including, but not limited to faculty vs student charity games, powder puff football games, sports camps and booster-sponsored events) are not Sports and are not entitled to receive Services pursuant to this Agreement. Any coverage of such will be at the separate additional cost of the School, team or booster group. A separate service agreement will be mutually agreed upon for these events and coordinated by the event's representative at the School, the Athletic Training & Development Management Staff at UPMC and the Athletic Trainer at UPMC.

7. Selected Holiday. Notwithstanding anything to the contrary herein, the School understands and agrees that UPMC is not obligated to render services on observed UPMC Holidays (New Year's Day, Martin Luther King, Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day) but may elect to do so within UPMC's discretion if the School has specific needs on such dates.

8. Miscellaneous. The School further agrees that UPMC will not be required to render services to "out of season" Sports unless such practice times coincide with "in season" Sports having practices or scheduled competitions. The Parties hereto recognizes that, from time to time, changes in circumstances may make modification of this Agreement desirable to one Party or the other. Both Parties agree to be reasonable in requesting such changes and in accommodating changes which may be requested. If concurrent Sports are being played, the School will have the option of obtaining the Services rendered by an additional athletic trainer (based on availability) at a rate of forty dollars ($40.00) per hour. Any additional Athletic Trainer coverage desired by the School for games, events or practices shall initially be requested by the Athletic Director at the School to the Athletic Trainer or the Athletic Training & Development Management Staff at UPMC with reasonable advanced notice. Coverage will be mutually agreed upon by UPMC and the School based on the availability of UPMC staff.

ATTACHMENT E: MARKETING AND BRANDING ASSETS

The School will provide certain marketing and branding assets to UPMC Sports Medicine as set forth below, the value of which is reasonably equivalent to the difference between the reimbursements to UPMC provided for in Attachment A: Pricing Schedule and the arms-length value of Services to be furnished hereunder.

3. The School will provide the following marketing and branding assets to UPMC:

    a. UPMC Sports Medicine banners will be featured at the practice field(s), in the School gymnasium and at the football field/outdoor track during scrimmages and games/contests;
    b. UPMC Sports Medicine logo will be featured on the message board of the scoreboard in the School gymnasium and at the football field during scrimmages and games if applicable;
    c. UPMC Sports Medicine will provide reads for the School appointed announcer to read at least twice during a game/contest of each Sport home game;
    d. UPMC Sports Medicine will have the option of providing periodic giveaway items at home football and basketball games including free t-shirts, sport specific stress balls, etc.;
    e. UPMC Sports Medicine logo will be featured on the "Athletics page" of the School website;
    f. UPMC and the Athletic Training & Development Department will be listed as the exclusive provider of athletic training services on the School website under the Athletics tab and link the School back to the UPMC Sports Medicine website;
    g. UPMC Sports Medicine may provide quarterly educational information and periodic sports medicine related announcements for the School website to be listed under the Athletic tab;
    h. UPMC Sports Medicine brochures will be displayed in the school's nurses' offices and athletic office and made available to all interested students; and
    i. The School will like all UPMC Sports Medicine social media accounts and share applicable UPMC's posts to their social pages.

TABLE 1: IMPACT AND UPMC SPORTS CONCUSSION PROGRAM RECOMMENDATIONS

TABLE 1 Classification of Sports According to Contact

Contact	Limited-Contact	Noncontact
Basketball	Adventure racing[a]	Badminton
Boxing[b]	Baseball	Bodybuilding[c]
Cheerleading	Bicycling	Bowling
Diving	Canoeing or kayaking (white water)	Canoeing or kayaking (flat water)
Extreme sports[d]	Fencing	Crew or rowing
Field hockey	Field events	Curling
Football, tackle	High jump	Dance
Gymnastics	Pole vault	Field events
Ice hockey[e]	Floor hockey	Discus
Lacrosse	Football, flag or touch	Javelin
Martial arts[f]	Handball	Shot-put
Rodeo	Horseback riding	Golf
Rugby	Martial arts[f]	Orienteering[g]
Skiing, downhill	Racquetball	Power lifting[c]
Ski jumping	Skating	Race walking
Snowboarding	Ice	Riflery
Soccer	In-line	Rope jumping
Team handball	Roller	Running
Ultimate Frisbee	Skiing	Sailing
Water polo	Cross-country	Scuba diving
Wrestling	Water	Swimming
	Skateboarding	Table tennis
	Softball	Tennis
	Squash	Track
	Volleyball	
	Weight lifting	
	Windsurfing or surfing	

[a] Adventure racing has been added since the previous statement was published and is defined as a combination of 2 or more disciplines, including orienteering and navigation, cross-country running, mountain biking, paddling, and climbing and rope skills.[1]
[b] The American Academy of Pediatrics opposes participation in boxing for children, adolescents, and young adults.[2]
[c] The American Academy of Pediatrics recommends limiting bodybuilding and power lifting until the adolescent achieves sexual maturity rating 5 (Tanner stage V).
[d] Extreme sports has been added since the previous statement was published.
[e] The American Academy of Pediatrics recommends limiting the amount of body checking allowed for hockey players 15 years and younger, to reduce injuries.
[f] Martial arts can be subclassified as judo, jujitsu, karate, kung fu, and tae kwon do; some forms are contact sports and others are limited-contact sports.
[g] Orienteering is a race (contest) in which competitors use a map and a compass to find their way through unfamiliar territory.

Source: Rice, Stephen G., and the Council on Sports Medicine and Fitness, **Medical Conditions Affecting Sports Participation**, Pediatrics 2008 121: 841-848