



Quote

No. **2215** on February 14, 2022

PREPARED FOR

Octorara Area School District
228 Highland Road
Atglen, PA 19310
Attn. Rob Czetli

SERVICE LOCATIONS

SITE NAME	SITE ADDRESS	SERVICE
Octorara Area School District	228 Highland Road Atglen, PA 19310	Chesconet Fiber Demarc
Octorara Area Junior-Senior High School	228 Highland Road Atglen, PA 19310	Chesconet Equipment Demarc

PRICING / PAYMENT

SOLUTION	NON-RECURRING	RECURRING
Chesconet 2Gbps Fiber Optic Connectivity 2Gbps of transport and Internet	\$0	\$32,000
	TOTAL	\$32,000

NOTES:

This quote is in response to the submission of Form 470 #220016772.
Chesconet's Service Provider ID Number (SPIN) is: 143004423.
This quote is for one-year term, with (2) one-year renewal options.
Per the form 470 formal table, we are providing pricing for up to 10Gbps:
For 3Gbps, the annual recurring cost would be \$34,000
For 4Gbps, the annual recurring cost would be \$36,000
For 5Gbps, the annual recurring cost would be \$38,000
For 6Gbps, the annual recurring cost would be \$40,000
For 7Gbps, the annual recurring cost would be \$42,000
For 8Gbps, the annual recurring cost would be \$44,000
For 9Gbps, the annual recurring cost would be \$46,000
For 10Gbps, the annual recurring cost would be \$48,000



SERVICE ORDER

MSA No. 2022OctASD

Order No. 2215

1. EFFECTIVE DATE

The Effective Date becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below.

2. CUSTOMER

Octorara Area School District

3. BILLING ADDRESS

Accounts Payable

228 Highland Road
Atglen, PA 19310

4. BUSINESS CONTACT

Jeff Curtis
Business Manager

228 Highland Road
Atglen, PA 19310

(610) 593-8219

jcurtis@octorara.org

5. TECHNICAL CONTACT

Rob Czetli
Director of Information Technology

228 Highland Road
Atglen, PA 19310

(610) 593-8238
ext. 3520

rczetli@octorara.org

6. ANTICIPATED SERVICE START DATE

Service start date is July 1, 2022.

7. SERVICE

Fiber optic transport and Internet.

8. SERVICE LOCATION(S)

SITE NAME

SITE ADDRESS

SERVICE

Octorara Area School District

228 Highland Road
Atglen, PA 19310

Chesconet Fiber Demarc

Octorara Area Junior-Senior High School

228 Highland Road
Atglen, PA 19310

Chesconet Equipment Demarc

9. PRICING / PAYMENT

SOLUTION

Chesconet 2Gbps Fiber Optic Connectivity
2Gbps of transport and Internet

NON-RECURRING

RECURRING

\$0

\$32,000

TOTAL

\$32,000

10. ADDITIONAL SERVICE DETAILS

If the customer wishes to increase bandwidth in increments up to 10Gbps the annual recurring costs are listed below:

For 3Gbps, the annual recurring cost would be \$34,000
For 4Gbps, the annual recurring cost would be \$36,000
For 5Gbps, the annual recurring cost would be \$38,000
For 6Gbps, the annual recurring cost would be \$40,000
For 7Gbps, the annual recurring cost would be \$42,000
For 8Gbps, the annual recurring cost would be \$44,000
For 9Gbps, the annual recurring cost would be \$46,000
For 10Gbps, the annual recurring cost would be \$48,000

11. BILLING OPTION

Quarterly.

12. SERVICE LEVEL

Service Level for all components of the managed service is described in the Service Level Agreements attached hereto as Appendix A.

13. SERVICE INSTALLATION / ACCEPTANCE

Billing shall not be delayed by any issues related to the customer's readiness. CHESCONET will commence billing as of the Service Start Date. The Customer will have no more than five (5) business days to test and identify issues related to service in writing to CHESCONET, which CHESCONET will work to resolve. Billing (the Billing Date) will commence on the Service Start Date. If identified issues impact service delivery, CHESCONET may prorate the first bill. Each party is solely responsible for their own equipment, damages caused by their equipment and for the maintenance and suitability of their equipment. Neither party may adjust or repair the other party's equipment without prior written authorization.

14. SERVICE CREDITS

The customer may request a Service Credit if CHESCONET is unable to meet the target Service Levels. Service Credits are described in the Service Level Agreements attached hereto as Appendix A.

15. SERVICE ADDITIONS / MODIFICATIONS / ENGINEERING REVIEW

This Service Order may be subject to additional nonrecurring and recurring charges based upon final engineering approval. Upon mutual written agreement between Customer and CHESCONET, this Service Order may be modified, expanded or combined into a new service order at the same terms and conditions.

CHESCONET agrees to disclose security procedures used to protect customer information and infrastructure and continually improve security posture. CHESCONET agrees to disclose to customer any breach of CHESCONET assets or third party assets used to manage CHESCONET infrastructure within 24 hours of discovery or notification from third party vendor.

CHESCONET will apply all relevant security patches to switches, routers, management systems, software and workstations used to manage or owned by CHESCONET within 30 days of being notified by software/hardware

vendor of a security vulnerability.

16. TERM / TERMINATION

The initial term of this Service Order is for one (1) year (12 months). The Service may be extended for up to two (2) additional one-year renewal terms. Following the termination or expiration of the Service Term, the Service may be extended on a month-to-month basis by mutual written agreement, in which case additional Service Charges and Other Charges may apply. Termination is governed by the Master Service Agreement (MSA).

17. THE AGREEMENT

This document summarizes the key elements of this Service Order, which incorporates the MSA, together with agreements, purchase orders, invoices, and other documents delivered in connection therewith ("Contract"). CHESCONET and the Customer are the sole parties to this Service Order, which is governed by laws of the Commonwealth of Pennsylvania. Both parties may assign or modify this Service Order upon written consent of the other party, such assignment or modification not to be unreasonably withheld. Breach of this Service Order has no impact on any other Service Orders entered into under the MSA.


18. DISPUTES

Disputes are governed by the MSA.

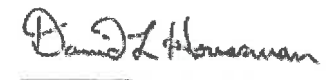
AGREED BETWEEN

Octorara Area School District

Chester County Community Network, Inc.
("CHESCONET")



Authorized Representative



Authorized Representative

Jeff Curtis
Printed Name

David L. Houseman
Printed Name

Business Manager
Title

President Chesconet
Title

3/17/2022
Date

3/22/2022
Date



MSA

Master Service Agreement

MSA No. 2020OctASD

General Terms & Conditions

This Master Service Agreement (the "Agreement") is made and entered into as of Effective Date, by and between Chester County Community Network, Inc. ("CHESCONET"), located at 24 E. Market Street, West Chester, PA 19380 and the Customer identified as:

CUSTOMER

Octorara Area School District

CONTACT NAME

Rob Czetli
Director of Information Technology

ADDRESS

228 Highland Road
Atglen, PA 19310

PHONE

(610) 593-8238
ext. 3520

EMAIL

rczetli@octorara.org

In consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree that all applicable Services are provided according to the General Terms and Conditions contained herein.

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with CHESCONET.

Agreement: The Master Services Agreement General Terms and Conditions, all Service Orders, the E-Rate and any other documents, or other written sources incorporated or referenced therein that, together, are intended by the Parties to constitute the agreement between them.

Billing Date: Commences on the Service Start Date.

CHESCONET: Chester County Community Network, Inc.

CHESCONET Equipment: Any and all facilities, equipment or devices provided by CHESCONET or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to,

all terminals, wires, fiber optic patch cables, lines, circuits, optical multiplexers and transceivers, ports, routers, gateways, switches, cabinets, and racks.

Confidential Information: Confidential, proprietary or competitively-sensitive information or materials provided by a Party, regardless of whether provided in writing or verbally and regardless of whether contemporaneously marked or, in the case of verbal communications, otherwise identified as confidential or proprietary, related to the disclosing Party's business including, but not limited to student and personnel information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items. Notwithstanding anything else to the contrary, "Confidential Information" does not include information that the receiving Party can establish by written evidence:

(1) was rightfully in the receiving Party's possession before receipt from the disclosing Party; (2) is or became available to the public through no fault of the receiving Party; (3) is received rightfully and in good faith by the receiving Party from a third party, without any wrongful activity by such third party, and without any obligation of confidentiality owed by the third party; or (4) is independently developed by the receiving Party without reference to Confidential Information received under this agreement.

Customer: CHESCONET's counterparty identified in the Preamble to this Agreement.

Customer Demarcation Point: The physical location at which CHESCONET terminates its equipment and makes the Services available for use by the Customer (also known as a "Demarc").

Customer-Owned Equipment: Any and all facilities, equipment or devices supplied by Customer, including Customer leased equipment through a third party, for use in connection with the Services.

Effective Date: The date this Agreement and/or Service Order(s) become binding and enforceable is upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below and on the Service Order(s).

Equipment: All of the hardware and software used by CHESCONET, in its sole discretion, to enable the provision of Services to Customer and communications services to third parties.

E-Rate Program: The Universal Service support mechanism for schools and libraries established by the Federal Communications Commission, and administered by the Schools and Libraries Division of the Universal Service Administrative Company ("Schools and Libraries Division"), or any successor program.

Force Majeure Event: With respect to a Party, any event or circumstance (except any obligation of a Party to make payment of money to the other Party) not in existence on the Effective Date that is not caused by that Party, is beyond the Party's reasonable control, and the consequences of which prevent that Party from complying with any of its obligations under the Agreement except that a Force Majeure Event will not include an increase in prices, the denial, in whole or in part, of E-Rate Program funding for any Service, or a change in law.

Licensed Software: Computer software or code provided by CHESCONET or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Other Charge: Charge other than a Service Charge, including, but not limited to, an amount charged to the Customer for installation charges, charges for the use of CHESCONET Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), and other recurring or one-time charges.

Party: A reference to CHESCONET or the Customer; and in the plural, a reference to both companies.

Returned Checks: CHESCONET shall charge each Customer account a fee of twenty-five dollars (\$25.00) for any Customer payment checks that are returned to CHESCONET for any reason.

Service or Services: WAN service, Internet access service, or other communications services provided by CHESCONET to Customer and described more fully in a Service Order.

Service Charge: The fee for any Service.

Service Location(s): The Customer location(s) where CHESCONET provides the Services.

Service Order: A request for CHESCONET to provide the Services to Service Location(s) submitted by Customer to CHESCONET (a) on a then-current CHESCONET form designated for that purpose or (b) if available, through a CHESCONET electronic order processing system designated for that purpose.

Service Outage: Loss of service other than any outage that: a) is not reported by Customer to CHESCONET within thirty (30) days of the occurrence; b) is less than five (5) minutes in duration; c) is attributable to CHESCONET's scheduled or emergency maintenance; d) is a result of inability to access the Customer premises; e) is a result of Customer's equipment or users; or f) is due to Force Majeure (see Section 11.1) or by any other cause not within the control of CHESCONET.

Service Term: The duration of time (commencing on the Service Start Date) for which Services are ordered, as specified in a Service Order(s).

Site Access: Twenty-four (24) hours per day, 365 days per year access to the Customer's premises provided to CHESCONET in order to restore service CHESCONET will provide advanced notice to the Customer before any site visit so the Customer can meet their obligation to have a representative onsite to meet the CHESCONET representative.

Tariff: A federal or state CHESCONET tariff and the successor documents of general applicability that replace

such tariff in the event of detariffing.

Term: Is defined in Article 4 of the General Terms and Conditions of the Agreement.

Termination Charges: Charges that may be imposed by CHESCONET if, prior to the end of the applicable Service Term (a) CHESCONET terminates Services for cause or (b) Customer terminates any Service without cause. Termination Charges with respect to each Service terminated during the initial Service Term shall equal, in addition to all amounts owed by Customer, one hundred percent (100%) of any amount paid by CHESCONET in connection with Custom Installation, as that term is defined in Section 2.6 of the General Terms and Conditions, for the Services provided by CHESCONET under such Service Order(s).

ARTICLE 2. DELIVERY OF SERVICES

2.1 Service Orders. Customers shall submit to CHESCONET a properly completed Service Order to initiate Services to a Service Location(s), which will include scope, schedule and price. A Service Order shall become binding on the Parties when it is fully executed by both Parties (the Effective Date). When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. Customer, at no cost to CHESCONET, shall secure and maintain all Site Access rights and responsibilities at all Service Location(s) for CHESCONET to install and provide the Services. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the CHESCONET Equipment used to provide the Services within the Service Location(s). CHESCONET, its employees and authorized contractors will require access to the Service Location(s) in connection with the provision of Services.

2.3 Service Start Date. Upon installation, connection, testing and acceptance of the necessary facilities and equipment to provide the Services, CHESCONET shall provide electronic notification to Customer that the Services are available for use, which date of electronic notification shall be called the "Service Start Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Start Date shall not relieve Customer of its obligation to pay applicable Service charges. The Term of the Agreement commences upon the Service Start Date and not the Effective Date.

2.4 CHESCONET Equipment. CHESCONET Equipment is

and shall remain the property of CHESCONET regardless of where installed, and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time CHESCONET may remove or change CHESCONET Equipment at its sole discretion in connection with providing the Services. Customer shall not alter any CHESCONET Equipment or permit others to do so, and shall not use the CHESCONET Equipment for any purpose other than that authorized by the Agreement unless authorized by CHESCONET. CHESCONET shall maintain CHESCONET Equipment in good operating condition. Such maintenance shall be at CHESCONET's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the CHESCONET Equipment. Customer is responsible for damage to, or loss of, CHESCONET Equipment caused by its acts, omissions, fire, theft or other casualty unless caused by the negligence or willful misconduct of CHESCONET. Customer agrees not to take any action that would directly or indirectly impair CHESCONET's title to the CHESCONET Equipment, or expose CHESCONET to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following CHESCONET's discontinuance of the Services to the Service Location(s), CHESCONET retains the right to remove the CHESCONET Equipment.

2.5 Customer-Owned Equipment. CHESCONET shall have no obligation to install, operate, or maintain Customer-Owned Equipment unless otherwise noted by the Service Order. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of Customer-Owned Equipment. All Customer-Owned Equipment, wiring and cabling that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by CHESCONET's employees or authorized contractors when the difficulty or trouble report results from Customer-Owned Equipment.

2.6 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by CHESCONET. The engineering review will determine if additional costs or time are required, whether to provide the ordered Services at the requested Service Location(s), or whether Service installation has to be expedited to meet the Customer's requested Billing Date. CHESCONET will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time nonrecurring installation fee. Customer will have sixty (60) days from receipt of such notice to reject the Custom Installation Fee and terminate,

without further liability, the Service Order with respect to the affected Service Location(s).

2.7 CHESCONET Dashboard. CHESCONET may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services. CHESCONET may furnish Customer with one or more user identifications and/or passwords for use on such administrative web site(s). Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify CHESCONET if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by such administrative web site(s). Customer shall be solely responsible for all use of such administrative web site(s), and CHESCONET shall be entitled to rely on all Customer uses of and submissions to such administrative web site(s) as authorized by Customer. CHESCONET shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of such administrative web site(s) or any information on such administrative web site(s). CHESCONET may change or discontinue such administrative web site(s), or Customer's right to use such administrative web site(s), at any time. CHESCONET shall provide the Customer with SNMP R/O access to all CHESCONET equipment used by CHESCONET for switching/routing the Customer's traffic for purposes of monitoring. CHESCONET agrees to continue to collect contact information for authorized technical contacts for purposes of notification should the Dashboard be discontinued. CHESCONET agrees to feed the Customer's cloud based log aggregation tool Syslog traffic from all CHESCONET equipment used at the Customer's occupied facilities.

2.8 Permitting and Landlord Approval. Customer shall be required to obtain the written consent of the owner of any leased premises in which Customer requests CHESCONET to install Service Equipment. In the event that customer is unable to obtain the written consent of the owner of the premises, and Customer desires for CHESCONET to proceed to install Service Equipment in leased premises, Customer shall indemnify and hold CHESCONET harmless against any claims by building owners, including any attorney's fees and cost incurred, arising out of the installation of CHESCONET's equipment on, at or within any designated Service Site set forth in the Service Order(s).

2.9 Service Access Security. Customer shall be responsible

for Service access security; such as control over users of the Service. CHESCONET provides no user access security with respect to any of its customers or facilities of others connected to the Internet.

2.10 Protection from Internet Vulnerabilities. Customer understands and agrees that use of the Service provides no protection from vulnerabilities of the Internet, such as, but not limited to, viruses and theft of computer data. Customer is solely responsible for protecting Customer-Owned Equipment from these vulnerabilities through use of such software as firewalls and virus protection. CHESCONET reserves the right to suspend Customer's Service should CHESCONET detect virus or other activities emanating from Customer-Owned equipment and that degrade CHESCONET's Service provision.

2.11 Service Performance.

a) Responsibility: Customer understands that CHESCONET does not own or control other networks outside of the Service, nor is CHESCONET responsible for performance (or nonperformance) within such other networks or within non-CHESCONET operated interconnection points between the Service and other networks. CHESCONET will not be held liable for any delay in the Service Start Date as a result of third-party services or other network provider services. However, CHESCONET will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.

b) Network Availability (Uptime Service Level Agreement): CHESCONET is committed to providing Customer with maximum network service availability. CHESCONET's Service Level Agreement ("SLA") is outlined in the Service Order(s). CHESCONET reserves the right to modify the SLA from time to time upon mutual agreement.

2.12 Changes to the Agreement Terms. CHESCONET may change or modify the Agreement and any related policies from time to time, as mutually agreed upon by the Parties, which change(s) shall be in the form of a written amendment.

ARTICLE 3. CHARGES, BILLING AND PAYMENT

3.1 Charges. Customer shall pay CHESCONET one hundred percent (100%) of the Custom Installation Fee to CHESCONET prior to the installation of Service, unless otherwise agreed to by the Parties on the Service Order. Customer further agrees to pay all Service Charges and Other Charges associated with the Services, as set forth or

referenced in the applicable Service Order(s) or invoiced by CHESCONET. Some Services may be invoiced after the Service has been provided to Customer.

3.2 Payment of Bills. Except as otherwise indicated herein or on the Service Order(s): CHESCONET will invoice Customer in advance on a quarterly basis for recurring Service charges and fees arising under the Agreement. Customer shall make payment to CHESCONET for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to CHESCONET within such period will be considered past due. In certain cases, CHESCONET may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. CHESCONET shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party. In addition, CHESCONET may bill on a monthly, quarterly, semi-annual, or annual basis as set forth under the terms of the Service Order(s).

3.3 Taxes and Fees. Customer is responsible for providing CHESCONET with certification of tax-exempt status. Customer is responsible for paying all applicable local, state, and federal taxes or fees (however designated) assessed in connection with Customer's Services. Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.4 Other Government-Related Costs and Fees. CHESCONET reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether CHESCONET or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer.

3.5 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to CHESCONET for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the Parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to CHESCONET, all disputed amounts shall become immediately due and payable to

CHESCONET.

3.6 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge of twenty-five dollars (\$25) for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.7 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. CHESCONET may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. CHESCONET reserves the right to restrict, suspend or discontinue providing any Service with or without notice, in the event of fraudulent use by Customer.

ARTICLE 4. TERM

4.1 Agreement Term. This Agreement shall remain in effect until terminated upon the expiration or other termination of the final existing Service Order entered into under this Agreement.

4.2 Service Order Term and Renewal. The term of a Service Order shall commence on the Service Start Date and shall terminate at the end of the stated Service Term of such Service.

4.3 Changes in Recurring Service and Charges. Except as otherwise identified in the Agreement, at any time during the initial Service Term and any subsequent renewal terms, CHESCONET may modify the non-recurring and recurring charges and bandwidth for services, including, but not limited to managed services, Internet, transport, and voice and/or video Services subject to ninety (90) days' prior notice to Customer as set forth in a new Service Order when mutually agreed upon in writing. Effective at any time after the end of the initial Service Term and any subsequent renewal terms, the contract may be continued on a month-to-month basis. Customer will have ninety (90) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 4.3 is intended to limit CHESCONET's ability to increase charges associated with the Services as set forth in Section 3.1.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SERVICE ORDER

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, in whole or part, at any time during the Service Term upon ninety (90) days' prior written notice to CHESCONET, subject to payment to CHESCONET of all outstanding amounts due for the Services under the period of the entire Initial Service Term or effective Renewal Term, as applicable, any and all applicable Termination Charges, and the return of any and all CHESCONET Equipment.

In the event that Customer seeks to terminate CHESCONET Service during the Initial Term, Customer shall be responsible for the following payments set forth below. There shall be no early termination payments due during any Renewal Term of this MSA.

Early Termination Charges:

5.2 Termination for Cause. (a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of written notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, CHESCONET may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, CHESCONET will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the Parties have reviewed the dispute and determined in good faith that the charge is correct. (b) If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after written notice of default, the non-defaulting Party may terminate for cause any Service Order materially affected by the breach. (c) A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or has been adjudicated bankrupt, or has been involved in an assignment for the benefit of its creditors. (d) Termination by either Party of a Service Order does not waive any other rights or remedies that either Party may have under this Agreement.

5.3 Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a Service Order for any reason: (i) CHESCONET may

disconnect the applicable Service; (ii) CHESCONET may delete all applicable data, files, electronic messages, voicemail or other information stored on CHESCONET's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if CHESCONET has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, CHESCONET may assess and collect from Customer applicable Termination Charges; (iv) Customer shall permit CHESCONET access to retrieve from the applicable Service Locations any and all CHESCONET Equipment (however, if Customer fails to permit access, or if the retrieved CHESCONET Equipment has been damaged and/or destroyed other than by CHESCONET or its agents, normal wear and tear excepted, CHESCONET may invoice Customer for the full replacement cost of the relevant CHESCONET Equipment, or in the event of minor damage to the retrieved CHESCONET Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to CHESCONET.

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. CHESCONET may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure Event, or judgment of any court or government agency, if such change materially affects CHESCONET's ability to provide the Services herein or Customer's ability to meet any of its obligations under this Agreement. Should CHESCONET terminate the agreement because it can no longer provide services it shall work with the Customer to transfer fiber along current pathways at all Customer locations.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1. Neither party will be liable to the other for any incidental, indirect, special, punitive or consequential damages, whether or not foreseeable, of any kind including but not limited to any loss revenue, loss of use, loss of business or loss of profit, whether such alleged liability arises in contract or tort, provided, however, that

nothing herein is intended to limit customer's liability for amounts owed for the services, for any equipment or software provided by CHESCONET or for early termination charges. Except as otherwise expressly provided in this agreement, the entire liability of CHESCONET and its officers, directors, employees, affiliates, agents, suppliers or contractors ("associated parties") for loss, damages and claims arising out of the delivery of the services including, but not limited to, delay in the installation of services or the performance or nonperformance of the services or the CHESCONET equipment, shall be limited to a sum equivalent to the applicable out-of-service credit. Remedies under this agreement are exclusive and limited to those expressly described in this agreement.

6.2. Except as otherwise set forth herein, there are no warranties, express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose, title and non-infringement with respect to the services, CHESCONET equipment, or licensed software. All such warranties are hereby expressly disclaimed to the maximum extent allowed by law. Without limiting the generality of the foregoing, CHESCONET does not warrant that the services, CHESCONET equipment, or licensed software will be uninterrupted, error-free, or free of latency or delay, or that the services, CHESCONET equipment, or licensed software will meet customer's requirements, or that the services, CHESCONET equipment, or licensed software will prevent unauthorized access by third parties.

6.3. CHESCONET makes no warranties or representations with respect to the services, CHESCONET equipment, or licensed software for use by third parties.

6.4. In no event shall CHESCONET, or its associated parties, suppliers, contractors or licensors be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of customer, its users or third parties; (iii) interoperability, interaction or interconnection of the services with applications, equipment, services or networks provided by customer or third parties; or (iv) loss or destruction of any customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it.

6.5 Disruption of Service. The Services are not infallible and are not designed or intended for use in situations requiring uninterruptible performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Customer expressly assumes the risks of any damages resulting from High Risk Activities. Other than

as set forth herein, CHESCONET shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances.

6.6. Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of CHESCONET and its Affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1. Customer hereby agrees to indemnify, defend and hold harmless CHESCONET, its owners, officers, directors, members, shareholders, contractors, and agents, from any and all liability, loss, damage, claim, cause of action and expenses (including reasonable attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of any intentional acts, negligent acts or omissions by Customer and/or its members, agents, employees, shareholders and/or subcontractors during the term of this Agreement. The provisions of this Section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by CHESCONET, including, without limitation, end-user license agreements for the Licensed Software. CHESCONET and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up

purposes or as permitted by the express written consent of CHESCONET; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the CHESCONET Equipment or Customer-Provided Equipment. If CHESCONET has agreed to provide updates and changes, CHESCONET may perform such updates and changes remotely or on-site, at CHESCONET's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by CHESCONET.

8.4 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it any ownership or other rights in any Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.5 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by CHESCONET, its agents, suppliers or Affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from CHESCONET or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party; (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.4 Monitoring. CHESCONET shall have no obligation to monitor postings or transmissions made in connection with the Services. CHESCONET agrees not to filter, modify, inspect, decrypt or classify Customer traffic without written authorization unless required by law or government request or to mitigate a denial of service attack. Customer shall be notified of any such filtering, blocking or decrypting except where exempted by law.

9.5. Customer Proprietary Network Information ("CPNI"). CHESCONET and Customer acknowledge that CHESCONET has a duty to protect the confidentiality of CPNI in accordance with currently applicable federal law. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications Services that Customer purchases from CHESCONET, and that is made available to CHESCONET by Customer solely by virtue of the CHESCONET/Customer relationship hereunder. CHESCONET and Customer understand that CHESCONET may access, use and disclose Customer's CPNI as permitted by applicable law, in order to install and provision the Services and market services that are within the same category of services provided herein without Customer's consent. With Customer's consent, CHESCONET may share Customer's CPNI among its Affiliates and contractors, so that they may use this information to offer Customer the full range of products and services offered by CHESCONET and its Affiliates. By signing this Agreement, Customer consents to CHESCONET's use and disclosure of Customer CPNI to CHESCONET's contractors and Affiliates that provide communications-related services for the purpose of marketing additional services. Customer may refuse CPNI consent by signing this Agreement and providing to CHESCONET written notice of its intent to opt out of

granting such consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises CHESCONET of a change in its election. Any refusal of consent by Customer will not affect CHESCONET's provision of existing Services to Customer. CHESCONET is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 10. PROHIBITED USES

10.1 Resale. Except as otherwise provided in the General Terms and Conditions, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the CHESCONET Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("User"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. CHESCONET reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or any User, if CHESCONET (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with CHESCONET's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that Customer's use of the Service interferes with or endangers the health and/or safety of CHESCONET personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on CHESCONET's web site, and are incorporated to this Agreement by reference. CHESCONET may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online. Accordingly, CHESCONET shall use its messaging process to contact all the Customer's

designated points of contact. CHESCONET's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other User's use or information.

10.3 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, CHESCONET shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of CHESCONET, and then to notify Customer of the action that CHESCONET has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by a Force Majeure Event, except that Customer's obligation to pay for Services provided shall not be excused, provided, however, that the Party which has been so affected will (a) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefor; and (b) resume its performance under this Agreement immediately upon the cessation of such cause(s).

11.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

CHESCONET shall give ninety (90) prior written notice of intent to assign its rights and assets and Customer shall have ninety (90) days thereafter to terminate the agreement without penalty or further payment of fees hereunder. Payment for services shall be prorated to the date of termination. Should CHESCONET agree to enter into a contract to transfer the agreement or assign assets and the Customer chooses to terminate the agreement, CHESCONET shall work with the Customer to transfer fiber along current pathways at all Customer locations.

11.3 Governmental Authorization. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders and other actions of any governmental entity or agency (collectively, "Rules"), including, but not limited to, the Communications Act of 1934, as amended, the rules and regulations of the Federal Communications Commission and any applicable state public service or public utility commission. If any such Rule adversely affects the Services or requires

CHESCONET to provide such Services in a manner other than in accordance with the terms of this Agreement, then CHESCONET may, without liability to Customer, terminate the affected Service upon prior written notice to Customer.

11.4 Entire Understanding. The Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of CHESCONET may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of CHESCONET who has not been specifically authorized by the CHESCONET executive board to make such modifications shall be binding upon CHESCONET. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, CHESCONET may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Service Order shall be treated as individual case-based arrangements to the maximum extent permitted by law, and CHESCONET shall take such steps as are required by law to make the rates and other terms enforceable. If CHESCONET voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that CHESCONET is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Service Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall attempt to replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties. The remainder of this Agreement shall nonetheless remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation confidential information and data, representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

11.8 Choice of Law: Jurisdiction and Venue. The domestic law and venue of the Commonwealth of Pennsylvania, without regard for its conflicts of laws provisions, shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any dispute arising from this or any related agreement shall exclusively be heard in the Court of Common Pleas of Chester County Pennsylvania and all parties willingly submit to jurisdiction and venue thereof.

11.9 No Third-Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

11.11 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of or otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.12 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.13 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

11.13 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

11.14 Counterparts; Digital Signatures. This Agreement, Service orders, amendments may be executed in any

number of counterparts, each counterpart will constitute an original, and all counterparts together will constitute one agreement. This agreement may be signed by any means producing a reasonably legible signature, and a digital electronic signature or digital copy of a signed signature page will be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this as of the day and year first written below. The person whose signature appears below is duly authorized to enter into this Agreement on behalf of the Party and Customer agrees and covenants that it has read and agreed to the terms of service.

AGREED BETWEEN

Octorara Area School District

Chester County Community Network, Inc.
("CHESCONET")



Authorized Representative



Authorized Representative

Printed Name

Jeff Curtis

Printed Name

David L. Houseman

Title

Business Manager

Title

President Chesconet

Date

3/17/2022

Date

3/22/2022



SLA

Service Level Agreement

MSA No. 2022OctASD

Order No. 2215

Network Connectivity / Internet Service

Network Monitoring / NOC: Monitoring includes systems that provide automated monitoring of outages and downtime. CHESCONET provides a NOC for support 484-237-5160 / noc@chesco.net that is available twenty-four (24) hours per day, seven (7) days per week (24x7). Customer may call, email, or open a ticket via the ticket portal at any time to report problems or request maintenance. CHESCONET will provide network statistics, testing data, and monitoring information on request or via CHESCONET portal if applicable. Support services are provided for up to four authorized technical contacts that have been given access to the CHESCONET NOC.

Scheduled Maintenance: CHESCONET will provide email notification to the Customer's technical contact at least five (5) days before a maintenance window. CHESCONET will schedule all Customer service affecting scheduled maintenance after 10 pm unless approved by authorized technical contact. CHESCONET will make every effort to work with the customer to schedule/re-schedule a maintenance window that will have minimal impact on customer services. In the event there are special circumstances requiring unscheduled maintenance (Emergency Maintenance), CHESCONET will provide as much prior notice as is possible. In the event that network outages or problems are due to the Customer's actions or equipment, the Customer will compensate CHESCONET, at CHESCONET's standard rates as listed in the Service Order, for time and materials expended to restore network performance. 911 services may not be available during maintenance.

CHESCONET Outage: A CHESCONET Outage is defined as any network event that results in unavailability of the network supplied by CHESCONET to customer's Point of Presence (electronic terminating device such as a firewall or switch) that results in the customer being unable to pass traffic for a period in excess of five (5) minutes. An Outage is not the responsibility of CHESCONET if it occurs on infrastructure or electronics not managed by CHESCONET. A CHESCONET Outage shall not be deemed to occur during routine maintenance of which Customer has been notified. CHESCONET outages will be the responsibility of CHESCONET for fiber outages / equipment failures where traffic does not automatically re-route as designed. Enforcement of the re-routing clause is predicated on mutually agreed upon, successfully testing the failover functionality on an annual basis or after any substantial reconfiguration.

Credits: Credits will be applied for Availability as listed below if the elapsed CHESCONET Outage exceeds stated targets. Credits will be applied as follows:

If the Outage Time is between 5 minutes and 60 minutes (1 hour), Customer will receive a 1- Hour Service Credit for the affected circuit.

- For each additional time period lasting up to an additional hour, an additional 1-Hour of Service Credit. For example, if an outage lasts 75 minutes, the Service Credit is for two hours.
- Three (3) or more outages on a given circuit of any duration of five minutes or greater in any thirty (30) day period will result in service escalation and a Customer review meeting.

Customer is responsible for notifying CHESCONET in writing of any breaches in the Service Level Targets within thirty (30) calendar days of the Outage and providing documentation of such in order to receive credit. Credits will be applied to the following bill.

Customer is responsible for assisting CHESCONET in the restoration of service, including, but not limited to, allowing

access to customer machine rooms, engaging in network diagnostics, and providing LAN support personnel. Failure to do so will negate the provisions of the Service Level Agreement.

CHESCONET Service Level Availability Targets:

CHESCONET Service Level Availability (SLA) is calculated as follows:

Example: Thirty (30)-day month with ten (10) minutes unscheduled Internet unavailability

$$1 - (10 / 43,200) = 99.9769\%$$

- Internet to Core: 99.999%
- Core to Redundant Edge: 99.99%
- Core to Edge: 99.9%
- Network Monitoring / NOC: 24x7

Availability is not measured when there is an event that: a) is attributable to CHESCONET's scheduled or emergency maintenance; b) is a result of inability to access the customer's network and/or communicate with the service providing devices; c) is a result of Customer's equipment or users; or d) is due to Force Majeure or by any other cause not within the control of CHESCONET.

Time to Respond:

1. Service Outage – 24x7

- a. Between 7:00AM and 10:00PM CHESCONET will respond to and begin corrective action within fifteen (15) minutes of any service outage that is either detected by CHESCONET monitoring or reported by customer.
- b. Between 10:00PM and 7:00AM CHESCONET will respond to and begin corrective action within thirty (30) minutes of any service outage that is either detected by CHESCONET monitoring or reported by customer.
- c. CHESCONET will escalate the incident to an Engineer within thirty (30) minutes if the incident is unresolved.
- d. CHESCONET will complete processing service affecting outages that are attributed to the Network Connectivity/Internet Service being provided by CHESCONET as part of this Service Order and SLA. Any issues or delays resulting from Customer's equipment and/or software, staff, or users will not count against CHESCONET's SLA.
- e. CHESCONET shall contact the customer via phone/email or SMS to communicate corrective action is being worked on once they begin working the issue unless the customer has contacted CHESCONET.

2. Non-service Outage Tickets – Normal Business Hours

- a. CHESCONET will begin processing any non-service outage tickets submitted by customer within two (2) hours.
- b. CHESCONET will complete processing, during normal business hours, all minor configuration change requests within one (1) business day, unless a new timeline is mutually agreed on by both parties. In the event the customer requests support at a specific date and time, and does so at least three (3) business days in advance, CHESCONET will complete processing that request within one (1) hour of the requested time, unless a new timeline is mutually agreed on by both parties. If the change is not deemed to be a minor change (it is not a minor change if CHESCONET estimates that it will take more than sixty (60) minutes of an engineer's time to complete the configuration change), it is deemed to be outside this agreement and scope of the services provided. CHESCONET reserves the right to refuse the implementation of a change if they determine that the change is beyond the scope of the services, or if it potentially affects other aspects of service delivery and/or operations.
- c. Delays resulting from Customer's equipment and/or software, staff, or users will not count against CHESCONET's SLA.

**Octorara Area School District
Primary Learning Center Roof
Restoration**

Bid Tabulation

General Contract	Bidder Company				
	Munn	Garvey Roark	Houck	Detwiler	Heidler
Base Bid 1 - Roof Restoration All Low Slope Roof Areas	\$694,400.00	\$668,600.00	\$781,800.00	\$739,000.00	\$824,422.30
Additional Roof and Insulation Replacement per sq ft	\$13.00	\$15.00	\$15.00	\$19.00	\$15.00
Additional Metal Deck Replacement	\$15.00	\$12.00	\$8.50	\$24.00	\$20.00



Environmental Control Systems, Inc.

Environmental Engineers and Management Consultants

February 16, 2022

Mr. Joseph Passante
Director of Facilities
Octorara Area School District
228 Highland Road Suite 1
Atglen, PA 19310

RE: Octorara Area School District – Junior High School Board Room ACBM Project

Dear Mr. Passante:

Environmental Control Systems, Inc. is herewith submitting a formal engineering recommendation and comparative analysis as directed.

Environmental Control Systems, Inc., while under contract to the Octorara Area School District, in the capacity of 'LEA's Designated Person, Project Designer, Management Planner, Engineer and Consultant recommends the following:

1. **Bristol Environmental, Inc. be awarded a contract for "Asbestos Containing Material Removal and Related Work" at the "Octorara Junior High School Board Room" as defined in the "Contract Documents and Engineering Specification & Controls" dated February, 2022.**
2. **Our recommendation is based on a detailed engineering prequalification review of data specified in the "Contract Documents and Engineering Specification & Controls" as well as a responsible qualified low bid of \$20,200 with quantified unit pricing for additional and/or latent conditions as specified in the contract documents.**

Beyond this, we would expect to notify the Contractor of the School Board award as soon after the next scheduled board meeting.

Cordially,

Wayne R. Pistoia, MSE, NSPE
Operations Director
Octorara Area School District AHERA Designated Person



Environmental Control Systems, Inc.

Environmental Engineers and Management Consultants

March 7, 2022

Mr. Joe Passante
Octorara Area School District
228 Highland Road
Atglen, PA 19310

Re: Asbestos Removal Project Management/Supervision
Octorara School District Board Room

Dear Mr. Passante:

Environmental Control Systems, Inc. has outlined our projection for associated costs relating to the removal and disposal of approximately 3,800 sq. ft. of vinyl asbestos tile (VAT) and Mastic as well as removal of chairs attached to the VAT. Work will commence beginning June 13 and be completed and cleared by June 24, 2022.

Additionally, a "Modified Section #8 Health and Safety Plan" was developed to submit to potential contractors to obtain cost proposals and submit recommendations to the School District. Additional work due to latent conditions will alter our total budget amount which includes daily air monitoring and analysis. Having stated all of the above the following estimated costs should apply:

ITEMS	ESTIMATED COST
Modified Section #8 Asbestos Scope of work to include preparation of work scope, submit to contractors, obtain proposals and make recommendation to School District	\$2,750.00
Project Management & Supervision – AHERA Building Inspector/ Management Planner to include meetings	\$4,220.00
Asbestos Air Monitoring Technician - \$1,012.00/Day	\$10,120.00
PCM Samples – Approx. - \$15/Each	\$750.00
TEM Samples – Approx. 10 @ \$175.00/each to clear the area	\$1,750.00
Approximate Cost Total for Budget	\$19,590.50

If you have any further questions or comments please feel free to contact me at any time.

Respectfully submitted,

Michael A. Bednar, MBA
Chief Compliance Officer



BRISTOL

ENVIRONMENTAL

February 11th, 2022

Environmental Control Systems, Inc. c/o Octorara Area School District
950 Sussex Boulevard,
Broomall, PA 19008

Attn: Mike Bednar

RE: Octorara Junior High School
228 Highland Road,
Atglen, PA 19310

Mr. Bednar,

Bristol Environmental, Inc. (BEI) proposes to do the described work according to all local, state and federal regulations in effect on this date.

The following is a description of work, a breakdown of the responsibilities of the owner and contractor and a price schedule. All prices are based on a final clearance of .01 PCM unless otherwise clarified. If BEI commences work on this project without the execution of a Subcontract Agreement, the terms and conditions of this proposal will apply as to scope of work and payment.

Description of Work:

Octorara Junior High School:

- Removal & disposal of approximately 3,800 SF of VAT and mastic utilizing non-friable removal methods within HEPA AFD equipped containment areas as listed in the Octorara Junior HS specification.
- Demolition & disposal of approximately 140 chairs throughout the board room. Octorara Area School District to provide dumpsters for disposal.
 - Octorara Area School District to supply electrician for connect and disconnect of BEI's infrared heat machines and equipment, if necessary.
 - Octorara Area School District to remove all items from the work areas prior to BEI's mobilization to site.
 - **Price excludes prevailing wages.**

Price: \$20,200.00

CORPORATE 1123 Beaver Street, Bristol, PA 19007
9100 Yellow Brick Road, Suite E, Baltimore, MD 21237
415 Becks Run Road, Pittsburgh, PA 15210
4020 Kidron Road, Suite 14, Lakeland, FL 33811
10 Cook Street, Billerica, MA 01821

215.788.6040 F: 215.788.6141
410.682.3201 F: 410.682.3205
412.881.7800 F: 412.881.7808
863.647.5400 F: 863.646.7405
978.294.8989 F: 978.294.8992

An Equal Opportunity and Affirmative Action Employer

NEVER A Contractor not discriminating against the disabled or Veterans

Terms and Conditions:

- Price does not include the replacement of materials removed by BEI.
- BEI will not be responsible for damage to any surfaces due to the use of staples, glue, nails, tape, encapsulation, etc. or any other installed protective measure required to perform the work.
- Owner will provide all required utilities on site at no charge to BEI for the duration of the project.
- Price based on non-prevailing wages.
- Price excludes permit.
- Price excludes bond.
- Price excludes overtime.
- BEI will provide our standard insurance unless noted otherwise in this proposal.
- Price is based on work being performed in 8 hour shifts, Monday - Friday.
- Price does not include any sales or business taxes imposed by local authorities. If BEI is required to pay any such taxes the cost will be added to the price of this proposal.
- Site security, if needed, by Octorara Area School District.
- No individuals, other than BEI or Environmental Control Systems, will be permitted to enter the work area while BEI has work ongoing and until the area is substantially complete.
- This pricing is based on a mutually agreeable contract and payment terms.
- If BEI commences work on this project without execution of a Contract Agreement, the terms and conditions of this proposal will apply.
- All work to be performed during same mobilization.
- All prices are valid for 30 days, unless extended in writing by BEI.

Contractor, (BEI) Responsibilities:

- Provide all labor and materials to complete the described work.
- Arrange and pay for all proper disposal and manifests required for ACM.
Note: Owner is generator.
- Filing of Notification for Asbestos Abatement with the State of PA.
- Provide all OSHA monitoring for BEI employees.

Owner Responsibilities:

- Provide necessary access to work areas.
- Provide a lay down area for personnel, tools, and equipment.
- Notify and keep employees, tenants, or other individuals from the work areas.
- Close down ventilator and HVAC systems to work area.
- Owner responsible for lockout and tag out of all utilities in the work area.

Payment Terms:

- Credit card payments are acceptable, but it is agreed that a 3% fee will be added to the invoice total.
- Payments will be made no later than 30 days from invoice date.

If you have any questions, please do not hesitate to contact me.

Respectfully,

BRISTOL ENVIRONMENTAL, INC.

Dillan T. DeCaro

Estimator & Project Manager

Acceptance:

Signature

Date

Printed Name

CORPORATE 1123 Beaver Street, Bristol, PA 19007
9100 Yellow Brick Road, Suite E, Baltimore, MD 21237
415 Becks Run Road, Pittsburgh, PA 15210
4020 Kidron Road, Suite 14, Lakeland, FL 33811
10 Cook Street, Billerica, MA 01821

215.788.6040 F: 215.788.6141
410.682.3201 F: 410.682.3205
412.881.7800 F: 412.881.7808
863.647.5400 F: 863.646.7405
978.294.8989 F: 978.294.8992

UNIT PRICING SHEET – OCTORARA JUNIOR HIGH SCHOOL BOARD ROOM RENOVATION

NAME OF FIRM: Bristol Environmental, Inc. Date: February 10th, 2022

The following list of materials will constitute the unit pricing for the Octorara Area School District. This unit price sheet will be used for any necessary work and 'Latent Conditions' associated with this project.

**** PLEASE NOTE: UNIT PRICING EXCLUDES PREVAILING WAGES****

Type of Material	Units	Unit Price (Laborer)
Thermal Systems Insulation (Removal)		
1" to 3" Pipe Covering	Linear Foot	\$12.50
4" to 6" Pipe Covering	Linear Foot	\$14.00
7" to 9" Pipe Covering	Linear Foot	\$17.00
Elbows & Fittings (TSI Removal)		
1" to 3" Fittings	Each	\$45.00
4" to 6" Fittings	Each	\$45.00
7" to 9" Fittings	Each	\$52.00
Thermal Systems Pipes & Elbows Patch (Removal)		
1" to 3"	Linear Foot	\$12.00
4" to 6"	Linear Foot	\$14.00
7" to 9"	Linear Foot	\$15.00
Mini Containments (Tents)	Running Foot	\$30.00
Disposal Cost	Per Barrel	\$20.00
Glove Bags as Required	Each	\$20.00
6 Hour Mobilization	Each	\$2,000.00
12 Hour Mobilization	Each	\$1,500.00
24 Hour Mobilization	Each	\$1,250.00
HEPA Vacuum (Clean Up)	Square Foot	\$1.25
Vinyl Asbestos Tile (VAT) Removal	Square Foot	\$2.75
Mastic Removal (Chemical)	Square Foot	\$2.70
Mastic Removal (Blasttrac)	Square Foot	\$2.00
Mastic Removal (Edge Grinding)	Square Foot	\$9.00
Carpet Removal & Disposal	Square Foot	\$1.00
Transite Removal	Square Foot	\$8.00
Through Wall Core Drilling (ACBM Containing Waterproofing)	Per Day	Site Dependent
Blackboard/White Board/Corkboard & Mastic Removal	Square Foot	\$9.00
Caulk Removal & Disposal	Linear Foot	\$10.00
10 Day Notification Fee	Each	\$330.00

Interface Services™

106 Northpoint Parkway, Suite 300
Acworth, GA 30102
800.336.0225 / 770.975.1799

* COSTARS * PRICE LIST ACTIVE 1/1/22
PREVAILING WAGES

PROPOSAL

Project Name	Cust ID#	Quote #
OCTORARA SD-JR HIGH MULTI PURPOSE RM	114353	31644
Project Manager	Phone	Quote Created
ROBIN HANSCOM	770-975-4829	03/12/22

Sold To: 114353
OCTORARA AREA SCHOOL DISTRICT
228 HIGHLAND RD STE 1
ATGLEN PA 19310

Job Site: 389652
OCTORARA HIGH SCHOOL
226 HIGHLAND ROAD
ATGLEN PA 19310

Price good for 90
days unless noted
below

INTERFACE AE: TRICIA MONSELL
610-662-0805
TRICIA.MONSELL@INTERFACE.COM

LABOR PARTNER: FRANKLIN FLOORING, INC.
ALEX WINTERBURN
484-374-9551, ALEXWINTERBURN@FRANKLINFLOORING.NET

QTY	UNIT	DESCRIPTION	COLOR # / NAME	SELL	TOTAL
394.68	SY	CUBIC/TILES	TBD	\$24.44	\$9,645.98
230.00	SY	CUBIC ROLLED GOODS	TBD	\$24.44	\$5,621.20
23.00	SY	CUBIC ROLLED GOODS	OVERAGE	\$24.44	\$562.12
380.00	SF	NORA RUBBER TILE	RAISED NORAMENT	\$8.90	\$3,382.00
5.00	EA	ADH,XL BRANDS 2000 PLUS 4GL		\$109.82	\$549.10
1.00	EA	NORA AC 100 ADHESIVE	3-GAL	\$181.01	\$181.01
36.00	EA	FLOOR PREP MAT'L & LABOR	HOURS	\$95.00	\$3,420.00
394.00	SY	INSTALL, CARPET TILE		\$12.83	\$5,055.02
230.00	SY	INSTALL ROLLED GOODS		\$26.75	\$6,152.50
380.00	SF	INSTALL NORA TILE		\$4.81	\$1,827.80
60.00	LF	S&I STAIR NOSING (PCS)		\$146.25	\$8,775.00
600.00	LF	SUPPLY COVE BASE		\$1.25	\$750.00
600.00	LF	INSTALL COVE BASE		\$1.96	\$1,176.00
24.00	LF	SUPPLY TRANSITIONS/JOINER		\$4.50	\$108.00
24.00	LF	INSTALL TRANSITIONS		\$1.96	\$47.04

*Please see Clarifications and Exclusions page for full details of quotation. Please note: If paying with a credit card, a 3% fee will be applied to the total value of the quotation. If you are tax exempt for this purchase, please provide a valid tax exemption certificate to InterfaceServices. Without a valid certificate, all orders are taxable, per terms and conditions of the governing state.

Material Subtotal	\$19,941.41
Labor Subtotal	\$27,311.36
Freight	\$0.00
Total	\$47,252.77

Signature

Date

Laird Painting Contractors, Inc.
34 E. Germantown Pike, Suite 301
Norristown, PA 19401
rick@lairdpainting.com

Estimate



34 E Germantown Pk, Suite 301 Norristown, PA 19401 • 610 476 2527

ADDRESS
Joe Passante/Octarara school
district
Octorara Area School District
87 Highland Rd
Atglen, PA 19310
United States

ESTIMATE #	DATE	EXPIRATION DATE
1550	02/07/2022	03/31/2022

ACTIVITY

Interior painting

1) Pricing for labor only to paint the multi-purpose room walls and door frames.

1aa] - Pricing above includes labor only and all materials will be purchased by others.

2aa] - Pricing includes a two tone finished matching existing layout, colors may change but layout will remain the same.

3aa] - All work to be performed prior to finished flooring.

Terms: net 30 days

Joe,

TOTAL

\$6,800.00

I hope you find the above estimate for the painting of the multi-purpose room satisfactory. Please contact me with any questions.

i look forward to working with you!

Best regards,

Rick

Accepted By

Accepted Date

MPR

Quote

James Doorcheck

Architectural Doors and Hardware

Since 1932

9027 Torresdale Avenue
Philadelphia, PA 19136
Tel: 215-624-2500 Fax: 215-624-2600

Quote # : 425338
Quote Date : Feb 9, 2022
Expiration Date : May 10, 2022

Customer:

Octorara School District
228 Highland Road
Atglen, PA 19310

Ship To:

Octorara Junior-Senior High School
226 Highland Road
Attn: Joe Passante
Atglen, PA 19310

Tel: (610) 247-2926

Account Code : 11650
Terms : NET30
Customer Job # : CS118918
Salesperson : Christopher Gannon
Order Name : Middle School: Multi-Purpose Room

Purchase Order # :
Shipped Via : Supply and Install

CoStars Contract No. 008-394 / Vendor No. 118918

Qty Product Description

3 Plain Sliced Red Oak Doors SCLC Pair
1 Plain Sliced Red Oak Doors SCLC Single
7 Continuous Hinge A110HDC 83
6 Exit Device 9827EO US26D
1 Exit Device 98EO US26D
4 Exit Device Trim 996L-NL-R&V RHR US26D
3 Exit Device Trim 996L-DT LHR US26D
4 Rim Cylinder 12E-72 L/C 626 RIM (1E72)
Cores By Octorara School District
7 Closer 4040 XP SHCUSH TBSRT AL (P4041)
7 LCN Cush Shoe Support 4110-30 AL
6 Protection Plate 190S 8" x 28" US32D
1 Protection Plate 190S 8" x 34" US32D
21 Filler Plate FF-45 PC
7 6" x 27" L-FRA100 Lite Kit Standard Finish
7 Glass Tempered 5" x 26" x 1/4" Clear
100 Glazing Tape Per Ft. L-GT116 Foam 3/8" x 1/16" F.R. (200' Roll)

Description

Shop Services
Field Installation
Freight

Price

Pre-Tax Total : 21,864.00
PA - PA Pennsylvania State : 0.00
Quote Total : 21,864.00

Printed Feb 10, 2022 11:13 AM

*Freight Charges will be added to the order unless otherwise specified

Page 1 of 1

G.A.VIETRI, INC.
ELECTRICAL CONSTRUCTION

March 28, 2022

Mr. Joe Passante
Octorara School District
Suite 1
228 Highland Road
Atglen, PA 19310

Re: New Electrical Service to Electronic Sign

Dear Joe,

Thank you for the opportunity to provide labor, materials and equipment to install 60-ampere single phase 120/240-volt electrical service rack mounted meter and panel and extend (2) 20-amp 120-volt circuits to the new sign. Coordinate with PECO Energy, provide UL inspection.

Total for above: \$8,940.00

If you have any questions or concerns, please call anytime.

Sincerely,

A handwritten signature in black ink that reads "Greg A. Vietri" followed by a stylized monogram "GAV/vf".

Greg A. Vietri
GAV/vf

PA#004318

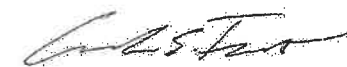
Legal Services Consultation Agreement

For the retainer stated below, Sweet, Stevens, Katz & Williams LLP ("SSKW") will provide the following services to the Octorara Area School District ("District") during the 2022-2023 school year:

1. Andrew E. Faust ("Faust"), Rose E. McHugh ("McHugh") or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide telephone and electronic mail advice and opinions concerning special education, ESSA compliance, student services, and student civil rights issues to the administrator or administrators designated by the District as the contact. When appropriate and as often as possible, in accordance with current practice, electronic mail opinions and advice, policies, guidelines, forms and worksheets, handouts and outlines, and other material of universal applicability or interest will be shared with the SSKW pool counsel community, as well as members-only access to our pool counsel "resource room" library of past opinions at www.sweetstevens.com.
2. Faust, McHugh or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide up to two half-day, face-to-face consultations and file reviews with District special education and student services administrators each month. Scheduling of consultations and file reviews will be on a first come, first served basis.
3. Faust, McHugh or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide or participate in up to five staff, Board, or parent training sessions, in-services, or group meetings concerning special education, ESSA compliance, student services, and student civil rights issues, with the specific topics and nature and size of each such training, in-service, or meeting to be determined solely by the District. Use of "micro-training"—training concerning a single or narrow topic delivered to a small audience for whom the training is uniquely suited or necessary—is encouraged. Scheduling of training, in-services, and meetings will be on a first come, first served basis.
4. The District may interchange services described in paragraphs 2 and 3, provided the total number of consultations, file reviews, training sessions, in-services, and group meetings does not exceed fifteen.

The substitution of any attorney for Faust or McHugh in the performance of any of the foregoing duties shall occur only with the prior approval of the District. This arrangement does not include representation in administrative or judicial proceedings. Arrangements for such representation must be made separately with SSKW.

In consideration of the foregoing services and commitments, the District shall pay to SSKW the sum of five thousand dollars (\$5,000.00), payable in a single lump sum or ten equal monthly installments, as the District shall designate in writing.



Andrew E. Faust
Sweet, Stevens, Katz & Williams LLP

3/11/2022

Date

Authorized Agent
Octorara Area School District

Date

Octorara Area School District

Request for Establishment of Activity Club Form

1. NAME (PROPOSED) OF ORGANIZATION: Octorara High School Esports Club

2. PURPOSE OR OBJECTIVE: Describe why this organization is being formed.

The Octorara Esports Team will compete in the Pennsylvania Scholastic Esports League.

3. BENEFIT: How will the students/district will benefit from the establishment of this organization?

Students who may not participate in a traditional sport will have the opportunity to be on a team and use their gaming skills to help Octorara exceed in the PSEL.

4. ELIGIBILITY OF STUDENTS: Are students required to meet certain eligibility requirements before participating in this organization? If so, please indicate those requirements.

The high school student is currently enrolled in at least 20-semester units of work at a high school as defined in the Club Eligibility guidelines.

The high school student maintained satisfactory citizenship (no N or U) during the previous grading period at a high school or is in good standing at the community-based organization.

The high school student must have earned a grade point average of 2.0 or better in all subjects during the previous grading period preceding his/her participation.

5. LEADERSHIP:

Who will be the club

advisor Colin Kolb

How will this activity be organized, how it will be run, are the officers elected or appointed, etc.

This will be an after school club. Members will elect Team officers.

6. FUND RAISING:

a. Will this organization raise funds? YES ☒ NO ☐

b. If yes, briefly describe typical fund-raising activities.

Host a game tournament at school with an entry fee.

Octorara Area School District Request for Establishment of Activity Club Form

7. USE OF FUNDS: Describe how funds raised will be used to benefit the students or the district.

Funds would help purchase uniform shirts, cover tournament entry fees, and additional license costs.

8. FINANCIAL DEPENDENCE: Will this organization require any financial assistance from the General Fund?

Yes _____ No X If yes, briefly describe the assistance needed and the whether it is a continuing year-to-year need: _____

FINANCIAL RESPONSIBILITIES: Identify who will be responsible for any funds and how the decisions to raise funds/spend funds will be made and documented.

Advisor and Team elected leaders. _____

Date Submitted 3/10/2022

Submitted by: Colin Kolb

Please Print: Colin Kolb

Principal Approval: Johy

Superintendent Approval: [Signature]

3/16/22



Book	Policy Manual
Section	200 Pupils
Title	Tobacco and Vaping Products
Code	222
Status	Second Reading

Purpose

The Board recognizes that tobacco and vaping products, including ~~the product marketed as Juul and other~~ electronic cigarettes, present a health and safety hazard that can have serious consequences for users, nonusers and the ~~school district~~ environment. The purpose of this policy is to prohibit student possession, use, purchase and sale of tobacco and vaping products, including ~~Juuls and other~~ electronic cigarettes.

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including ~~Juuls and other~~ electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with state law, shall be defined to include the following:[\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
 - a. Tobacco, whether in its natural or synthetic form; or
 - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled. NOTE: *This exception shall be governed by Board policy relating to Medications.*[\[3\]](#)

2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. **NOTE: *Guidance issued by the PA Department of Health directs schools to prohibit possession of any form of medical marijuana by students at any time on school property or during any school activities on school property. This exception shall be governed by Board policy relating to Controlled Substances/Paraphernalia.***[4]

Authority

The Board prohibits possession, use, purchase or sale of tobacco and vaping products, including ~~the product marketed as Juul and other~~ e-cigarettes, regardless of whether such products contain tobacco or nicotine, by or to students at any time in a ~~school~~ district building; on ~~school~~ district buses or other vehicles that are owned, leased or controlled by the ~~school~~ district; on property owned, leased or controlled by the ~~school~~ district; or at ~~school~~ district-sponsored activities that are held off ~~school~~ district property.[1][2][5]

The Board prohibits student possession or use of products marketed and sold as tobacco cessation products or for other therapeutic purposes, except as authorized in the Board's Medication policy.[3]

The Board prohibits student possession of any form of medical marijuana at any time in a ~~school~~ district building; on ~~school~~ district buses or other vehicles that are owned, leased or controlled by the ~~school~~ district; on property owned, leased or controlled by the ~~school~~ district; or at ~~school~~ district-sponsored activities that are held off ~~school~~ district property.[4]

The Board authorizes the confiscation and disposal of products prohibited by this policy.

Delegation of Responsibility

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

The Superintendent **or designee shall notify** students, **parents/guardians and staff about the Board's tobacco and vaping products policy by publishing information in student handbooks, parental newsletters, posters, and by other efficient methods, such as posted notices, signs and on the district website.**[2]

~~{ } Code of Student Conduct~~
~~{ } school calendar~~
~~{ } district newsletter~~

Reporting

Parental Report –

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving possession, use, purchase or sale of a tobacco or vaping product, including ~~a Juul or other~~ e-cigarettes, immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether the local police department that has jurisdiction over the ~~school~~ district property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[6][7][8]

Office for Safe Schools Report –

The Superintendent shall annually, by July 31, report all incidents of possession, use or sale of tobacco and vaping products, including ~~Juuls or other~~ e-cigarettes, by students to the Office for Safe Schools on the required form.[8][9]

Law Enforcement Incident Report –

The Superintendent or designee may report incidents of possession, use or sale of tobacco and vaping products, including ~~Juuls or other~~ e-cigarettes, by students on ~~school~~ district property, at any ~~school~~ district-sponsored activity or on a conveyance providing transportation to or from a ~~school~~ district or ~~school~~ district-sponsored activity to the ~~school police, School Resource Officer (SRO)~~ Campus Security Officer or to the local police department that has jurisdiction over the ~~school~~ district's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[\[1\]](#)[\[2\]](#)[\[6\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Guidelines

A student who violates this policy **shall be** subject to **prosecution initiated by the district and, if convicted, shall be required to pay** a fine for the benefit of the district, **plus** court costs. In lieu of the imposition of a fine, the court may admit the **student** to an adjudication alternative.[\[2\]](#)

Tampering with devices installed to detect use of tobacco or vaping products shall be deemed a violation of this policy and subject to disciplinary action.[\[12\]](#)

Students with Disabilities

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[\[8\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)

Legal

1. 18 Pa. C.S.A. 6305
 2. 18 Pa. C.S.A. 6306.1
 3. Pol. 210
 4. Pol. 227
 5. 20 U.S.C. 7973
 6. 22 PA Code 10.2
 7. 22 PA Code 10.25
 8. Pol. 805.1
 9. 24 P.S. 1303-A
 10. 22 PA Code 10.22
 11. 24 P.S. 1302.1-A
 12. Pol. 218
 13. 20 U.S.C. 1400 et seq
 14. 22 PA Code 10.23
 15. Pol. 103.1
 16. Pol. 113.1
 17. Pol. 113.2
 - 24 P.S. 510
 - 20 U.S.C. 7114
 - 20 U.S.C. 7118
 - 20 U.S.C. 7971 et seq
 - 34 CFR Part 300
- Pennsylvania Department of Health Medical Marijuana Guidance for Schools and School Districts



Book	Policy Manual
Section	900 Community
Title	Public Relations Objectives
Code	901
Status	Second Reading

Purpose

The purpose of the **school district**-community relations program is to establish and maintain **communication** that informs the **parents/guardians and** public and involves them in the **educational** goals and **programs** of the district's **schools**.

Authority

To achieve this purpose, the Board shall provide parents/guardians and other district residents opportunities to receive information and orientation regarding the **schools district**. The Board will utilize all appropriate means and media to achieve its public relations objectives.

Guidelines

The objectives of the district's public relations program shall be to:

1. Explain the programs, achievements and needs of the **schools district**.
2. Determine what residents expect from their **schools district** and what they want to know about the **school district's** programs and operations.
3. Keep **students, parents/guardians and staff members fully** informed **about relevant Board policies and procedures and their own responsibilities and rights**.
4. Operate in public session, as speedily and efficiently as circumstances permit and with appropriate public participation.[\[1\]](#)[\[2\]](#)[\[3\]](#)
5. Recognize students and their achievements.

Delegation of Responsibility

It shall be the responsibility of all district staff to:

1. Acquaint parents/guardians and residents with the educational achievements of the **schools district**, students and staff.
2. Give courteous and thoughtful consideration to all inquiries and suggestions and carefully investigate all complaints.
3. Make parents/guardians, volunteers and visitors feel welcome in the **school district** and in the classroom.

4. **Cooperate with parent-teacher and other community groups.**
5. **Maintain student relations that encourage cooperation of the parents/guardians.**
6. **Observe interstaff relations conducive to high morale that merit the respect of students and citizens.**

Legal

1. 65 Pa. C.S.A. 701 et seq
2. Pol. 006
3. Pol. 903



Book	Policy Manual
Section	900 Community
Title	Publications Program
Code	902
Status	Second Reading

Purpose

The Board believes that all reasonable means should be employed to keep the public informed on matters of importance regarding district policies and district finances, programs, personnel and operations.

Authority

The Board **shall** determine which of its official actions have such community impact and interest to warrant special release, and it will release information to the media on matters of importance.

Delegation of Responsibility

Matters of a routine nature may be released by the Superintendent as they have been recorded in the minutes of Board meetings and upon request of media representatives.

All publications, releases, photographs and the like depicting the accomplishments of district students and staff may be approved at the discretion of the Superintendent.

Legal	24 P.S. 510
	24 P.S. 511
	Pol. 007
	Pol. 105
	Pol. 106
	Pol. 127
	Pol. 801
	Pol. 803



Book	Policy Manual
Section	200 Pupils
Title	Electronic Devices
Code	237 - NEW
Status	First Reading

Purpose

~~The Board adopts this policy in order to maintain an educational environment that is safe and secure for district students and employees.~~ The Board recognizes that electronic devices are now an integral part of the daily lives and culture of many of the district's students. Teaching students to become digital citizens who can think critically, share information responsibly, and balance screen time with other activities is essential as technology assumes a greater place in their lives. Since the presence of electronic devices has the potential to distract students from their educational mission and to otherwise disrupt the educational environment, the Board believes an electronic device policy is necessary for students to have an educational environment free from unnecessary disruptions and distractions.

Definition

Electronic devices shall include, but are not limited to, any personal communication device including mobile telephones and smartphones; any device that can capture still images or movies; any device that can record, edit, store, display, transmit, or receive audio or video; personal digital assistants (PDA's); any device that can operate online applications or provide a connection to the Internet (whether wireless, wired, cellular network); laptops and tablet computers, electronic gaming systems, pagers, e-readers, laser pointers, and smart watches. ~~all devices that can take photographs; record audio or video data; store, transmit or receive messages or images; or provide a wireless, unfiltered connection to the Internet. Examples of these electronic devices include, but shall not be limited to, radios, walkmans, CD players, iPods, MP3 players, DVD players, handheld game consoles, Personal Digital Assistants (PDAs), cellular telephones, BlackBerries, and laptop computers, as well as any new technology developed with similar capabilities.~~

Authority

The Board adopts this policy to maintain an educational environment that is safe and secure and free from distractions for its students, while aiming to permit pupils to reasonably and responsibly utilize electronic devices.

Delegation of Responsibility

The Superintendent or designee shall annually notify students, parents/guardians and employees about the Board's electronic device policy by means of student handbooks, the district website, or other reasonable means of communication.

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

Guidelines

The Board prohibits all students from any use of electronic devices ~~by students during the school day in district buildings, on district property, on district buses and vehicles, during the time students are under the supervision of the district, and~~ in locker rooms, bathrooms, ~~health suites~~ and other changing areas at any time.^[1]

The Board prohibits **possession of** laser pointers and attachments and telephone paging devices/beepers by students in district buildings; on district property; on district buses and vehicles; and at ~~school -activities that are~~ sponsored, supervised, or sanctioned by the district. A district administrator may grant an exception to this specific prohibition when a student is a member of a volunteer ambulance, fire, or rescue squad or where the student has a medical condition that necessitates the use of a paging device or beeper. activities.^[2]

K-6 Students

The Board prohibits the personal use of any electronic device by any K-6 students while in district buildings, on district property and grounds including on district buses, and at school sponsored activities. An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times except as follows below.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by an elementary student because of the student's urgent health and safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device by an elementary student as stated in an Individualized Education Program or Section 504 Service Agreement.

Junior High School Students

The Board prohibits the personal use of any electronic devices by any Junior High School student while in district buildings, on district property and grounds including on district buses, and at school sponsored activities except as follows below.

An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times except as follows below.

Exceptions:

1. Junior High School students may use personal electronic devices after school hours.
2. Junior High School students may use personal electronic devices in the classroom during the school day for instructional purposes if, and only if, they have the prior permission of the teacher or building administrator to do so. Students may not use their personal electronic devices for verbal phone conversations.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by a Junior High student because of the student's urgent health or safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device by a Junior High student as stated in an Individualized Education Program or Section 504 Service Agreement.

Senior High School Students

The Board prohibits the personal use of any electronic devices by any Senior High School student while in district buildings, on district property and grounds including on district buses, and at school sponsored activities except as follows below.

An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times except as follows below.

Exceptions:

1. Senior High School students may use electronic devices after school hours.
2. Senior High School students may use electronic devices in the classroom during the school day for instructional purposes if, and only if, they have prior permission of the teacher or building administrator to do so. Students may not use their personal electronic devices for verbal phone conversations.
3. Senior High School students may use electronic devices prior to homeroom, between classes, and during study halls and lunch. Students may not use their personal electronic devices for verbal phone conversations.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by a Senior High student because of the student's urgent health or safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device by a Senior High student as stated in an Individualized Education Program or Section 504 Service Agreement.

Electronic Images and Photographs

The Board prohibits the taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting, social media, and emailing.

Because such violations may constitute a crime under state and/or federal law, the district shall report such conduct to state and/or federal law enforcement agencies.

Loss or Damage to Electronic Devices

Students are solely responsible for the safe storage of any electronic devices that they choose to bring to school. The district shall not be liable or responsible for the loss, damage, or misuse of any electronic devices that a student brings to school, extracurricular activities, to school sponsored events or trips, or from the confiscation of an electronic device as the result of a policy violation.

Purposeful damage to district owned devices, as determined by the district's technology staff, will result in full restitution.

Student Responsibility for Data Charges

No student shall be required to provide an electronic device as a condition of receiving educational instruction. If any student chooses to utilize such a device pursuant to this policy, the student and parents/guardians assume full responsibility for any phone or data charges that may result from such use.

Limitation on Technical Support

District information technology staff may not provide technical assistance to students for their personal devices. However, this policy shall not prohibit district information technology staff from providing general instructions for the configuration of such devices to access or connect to district owned technology resources.

Off-Campus Activities

The policy shall also apply to student conduct that occurs off district property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist:

1. The conduct occurs during the time the student is traveling to and from district-sponsored activities, whether or not via district furnished transportation.
2. The student is a member of an athletic team or an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.
3. Student expression or conduct materially or substantially disrupts the operations of the district, or the administration reasonably anticipates that the expression or conduct is likely to materially or substantially disrupt the operations of the district.
4. The conduct has direct nexus to attendance at the district or a district sponsored activity, for example, a transaction conducted outside of the district pursuant to an agreement made in the district, that would violate the Code of Student Conduct if conducted in the district.
5. The conduct involves the theft or vandalism of district property.
6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at the district or district sponsored activities.

Penalties for Violations

The Board authorizes building administrators, teachers, and security personnel to confiscate a student's electronic device when used in violation of this policy.

All confiscated electronic devices shall be delivered promptly to the building administrator's office. Confiscated devices shall be returned to the student at the end of the school day for a first offense, and only to a parent or guardian for a second or subsequent offense.

Building administrators may impose additional disciplinary actions against students for violations of this policy, including suspensions from school or recommendations for expulsion from school as warranted by the specific facts and circumstances in a particular case.

~~The district shall not be liable for the loss, damage or misuse of any electronic device.~~

Electronic Images and Photographs

~~The Board prohibits the taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting and emailing. Because such violations may constitute a crime under state and/or federal law, the district may report such conduct to state and/or federal law enforcement agencies.~~

Off-Campus Activities

~~This policy shall also apply to student conduct that occurs off school property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist:[3]~~

1. ~~The conduct occurs during the time the student is traveling to and from school or traveling to and from school-sponsored activities, whether or not via school district furnished transportation.~~
2. ~~The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.[4][5]~~

- ~~3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.~~
- ~~4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, for example, a transaction conducted outside of school pursuant to an agreement made in school, that would violate the Code of Student Conduct if conducted in school.~~
- ~~5. The conduct involves the theft or vandalism of school property.~~
- ~~6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities.~~

Delegation of Responsibility

~~The Superintendent or designee shall annually notify students, parents/guardians and employees about the Board's electronic device policy.~~

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

Guidelines

~~Violations of this policy by a student shall result in disciplinary action and may result in confiscation of the electronic device.[3][6][7]~~

~~Devices that are confiscated will only be returned to the student's parent/guardian.~~

Exceptions

~~The building administrator may grant approval for possession and use of an electronic device by a student for the following reasons:~~

- ~~1. Health, safety or emergency reasons.~~
- ~~2. An individualized education program (IEP).[8]~~
- ~~3. Classroom or instructional-related activities.~~
- ~~4. Other reasons determined appropriate by the building principal.~~

~~The building administrator may grant approval for possession and use of a telephone paging device/beeper by a student for the following reasons:[2]~~

- ~~1. Student is a member of a volunteer fire company, ambulance or rescue squad.~~
- ~~2. Student has a need due to the medical condition of an immediate family member.~~
- ~~3. Other reasons determined appropriate by the building principal.~~

Legal

1. 24 P.S. 510
2. 24 P.S. 1317.1
3. Pol. 218
4. Pol. 122
5. Pol. 123
6. Pol. 226
7. Pol. 233
8. Pol. 113
- Pol. 815



Book	Policy Manual
Section	800 Operations
Title	Acceptable Use of Internet, Computers and Network Resources
Code	815 - NEW
Status	First Reading

Purpose

The Board supports use of the computers, Internet and other network resources in the district's instructional and operational programs in order to facilitate learning, teaching and daily operations through interpersonal communications and access to information, research and collaboration.

The district provides students, staff and other authorized individuals with access to the district's computers, electronic communication systems and network, which includes Internet access, whether wired or wireless, or by any other means.

For instructional purposes, the use of network facilities shall be consistent with the curriculum adopted by the district as well as the varied instructional needs, learning styles, abilities, and developmental levels of students.

Definitions

The term child pornography is defined under both federal and state law.

Child pornography - under federal law, is any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where: [\[1\]](#)

1. The production of such visual depiction involves the use of a minor engaging in sexually explicit conduct;
2. Such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that of a minor engaging in sexually explicit conduct; or
3. Such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

Child pornography - under state law, is any book, magazine, pamphlet, slide, photograph, film, videotape, computer depiction or other material depicting a child under the age of eighteen (18) years engaging in a prohibited sexual act or in the simulation of such act. [\[2\]](#)

The term harmful to minors is defined under both federal and state law.

Harmful to minors - under federal law, is any picture, image, graphic image file or other visual depiction that: [\[3\]](#)[\[4\]](#)

1. Taken as a whole, with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
2. Depicts, describes or represents in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or

perverted sexual acts, or lewd exhibition of the genitals; and

3. Taken as a whole lacks serious literary, artistic, political or scientific value as to minors.

Harmful to minors - under state law, is any depiction or representation in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, when it: [5]

1. Predominantly appeals to the prurient, shameful, or morbid interest of minors;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and

3. Taken as a whole lacks serious literary, artistic, political, educational or scientific value for minors.

Obscene - any material or performance, if: [5]

1. The average person applying contemporary community standards would find that the subject matter taken as a whole appeals to the prurient interest;
2. The subject matter depicts or describes in a patently offensive way, sexual conduct described in the law to be obscene; and
3. The subject matter, taken as a whole, lacks serious literary, artistic, political, educational or scientific value.

Technology protection measure - a specific technology that blocks or filters Internet access to visual depictions that are obscene, child pornography or harmful to minors. [4]

Authority

The availability of access to electronic information does not imply endorsement by the district of the content, nor does the district guarantee the accuracy of information received. The district shall not be responsible for any information that may be lost, damaged or unavailable when using the network or for any information that is retrieved via the Internet.

The district shall not be responsible for any unauthorized charges or fees resulting from access to the Internet or other network resources.

The Board declares that computer and network use is a privilege, not a right. The district's computer and network resources are the property of the district. Users shall have no expectation of privacy in anything they create, store, send, delete, receive or display on or over the district's Internet, computers or network resources, including personal files or any use of the district's Internet, computers or network resources. The district reserves the right to monitor, track, and log network access and use; monitor fileserver space utilization by district users; or deny access to prevent unauthorized, inappropriate or illegal activity and may revoke access privileges and/or administer appropriate disciplinary action. The district shall cooperate to the extent legally required with the Internet Service Provider (ISP), local, state and federal officials in any investigation concerning or related to the misuse of the district's Internet, computers and network resources. [6][7][8]

The Board requires all users to fully comply with this policy and to immediately report any violations or suspicious activities to the Superintendent or designee.

The Board establishes the following materials, in addition to those stated in law and defined in this policy, that are inappropriate for access by minors: [4]

1. Defamatory.
2. Lewd, vulgar, or profane.
3. Threatening.
4. Harassing or discriminatory. [9][10][11]
5. Bullying. [12]

6. Terroristic.[13]

The district reserves the right to restrict access to any Internet sites or functions it deems inappropriate through established Board policy, or the use of software and/or online server blocking. Specifically, the district operates and enforces a technology protection measure(s) that blocks or filters access to inappropriate matter by minors on its computers used and accessible to adults and students. The technology protection measure shall be enforced during use of computers with Internet access.[3][4][14]

Upon request by students or staff, the Superintendent or designee shall expedite a review and may authorize the disabling of Internet blocking/filtering software to enable access to material that is blocked through technology protection measures but is not prohibited by this policy.[14]

Upon request by students or staff, building administrators may authorize the temporary disabling of Internet blocking/filtering software to enable access for bona fide research or for other lawful purposes. Written permission from the parent/guardian is required prior to disabling Internet blocking/filtering software for a student's use. If a request for temporary disabling of Internet blocking/filtering software is denied, the requesting student or staff member may appeal the denial to the Superintendent or designee for expedited review.[3][15]

Delegation of Responsibility

The district shall make every effort to ensure that this resource is used responsibly by students and staff.

The district shall inform staff, students, parents/guardians and other users about this policy through employee and student handbooks, posting on the district website, and by other appropriate methods. A copy of this policy shall be provided to parents/guardians, upon written request.[14]

Users of district networks or district-owned equipment shall, prior to being given access or being issued equipment, sign user agreements acknowledging awareness of the provisions of this policy, and awareness that the district uses monitoring systems to monitor and detect inappropriate use.

Student user agreements shall also be signed by a parent/guardian.

Administrators, teachers and staff have a professional responsibility to work together to help students develop the intellectual skills necessary to discern among information sources, to identify information appropriate to their age and developmental levels, and to evaluate and use the information to meet their educational goals.

Students, staff and other authorized individuals have the responsibility to respect and protect the rights of every other user in the district and on the Internet.

Building administrators shall make initial determinations of whether inappropriate use has occurred.

The Superintendent or designee shall be responsible for recommending technology and developing procedures used to determine whether the district's computers are being used for purposes prohibited by law or for accessing sexually explicit materials. The procedures shall include but not be limited to:[3][4][16]

1. Utilizing a technology protection measure that blocks or filters Internet access for minors and adults to certain visual depictions that are obscene, child pornography, harmful to minors with respect to use by minors, or determined inappropriate for use by minors by the Board.

2. Maintaining and securing a usage log.

3. Monitoring online activities of minors.

The Superintendent or designee shall develop and implement administrative regulations that ensure students are educated on network etiquette and other appropriate online behavior, including:[4]

1. Interaction with other individuals on social networking websites and in chat rooms.

2. Cyberbullying awareness and response.[12][17]

Guidelines

Network accounts shall be used only by the authorized owner of the account for its approved purpose. Network users shall respect the privacy of other users on the system.

Safety

It is the district's goal to protect users of the network from harassment and unwanted or unsolicited electronic communications. Any network user who receives threatening or unwelcome electronic communications or inadvertently visits or accesses an inappropriate site shall report such immediately to a teacher or administrator. Network users shall not reveal personal information to other users on the network, including chat rooms, email, social networking websites, etc.

Internet safety measures shall effectively address the following:[4][16]

1. Control of access by minors to inappropriate matter on the Internet and World Wide Web.
2. Safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications.
3. Prevention of unauthorized online access by minors, including "hacking" and other unlawful activities.
4. Unauthorized disclosure, use, and dissemination of personal information regarding minors.
5. Restriction of minors' access to materials harmful to them.

Prohibitions

Users are expected to act in a responsible, ethical and legal manner in accordance with district policy, accepted rules of network etiquette, and federal and state law. Specifically, the following uses are prohibited:

1. Facilitating illegal activity.
2. Commercial or for-profit purposes.
3. Nonwork or nonschool related work.
4. Product advertisement or political lobbying.
5. Bullying/Cyberbullying.[12][17]
6. Hate mail, discriminatory remarks, and offensive or inflammatory communication.
7. Unauthorized or illegal installation, distribution, reproduction, or use of copyrighted materials.
8. Accessing, sending, receiving, transferring, viewing, sharing or downloading obscene, pornographic, lewd, or otherwise illegal materials, images or photographs.[18]
9. Access by students and minors to material that is harmful to minors or is determined inappropriate for minors in accordance with Board policy.
10. Inappropriate language or profanity.
11. Transmission of material likely to be offensive or objectionable to recipients.
12. Intentional obtaining or modifying of files, passwords, and data belonging to other users.
13. Impersonation of another user, anonymity, and pseudonyms.

14. Fraudulent copying, communications, or modification of materials in violation of copyright laws.
[19]
15. Loading or using of unauthorized games, programs, files, or other electronic media.
16. Disruption of the work of other users.
17. Destruction, modification, abuse or unauthorized access to network hardware, software and files.
18. Accessing the Internet, district computers or other network resources without authorization.
19. Disabling or bypassing the Internet blocking/filtering software without authorization.
20. Accessing, sending, receiving, transferring, viewing, sharing or downloading confidential information without authorization.

Security

System security is protected through the use of passwords. Failure to adequately protect or update passwords could result in unauthorized access to personal or district files. To protect the integrity of the system, these guidelines shall be followed:

1. Employees and students shall not reveal their passwords to another individual.
2. Users are not to use a computer that has been logged in under another student's or employee's name.
3. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the network.

Copyright

The illegal use of copyrighted materials is prohibited. Any data uploaded to or downloaded from the network shall be subject to fair use guidelines and applicable laws and regulations.[19][20]

District Website

The district shall establish and maintain a website and shall develop and modify its web pages to present information about the district under the direction of the Superintendent or designee. All users publishing content on the district website shall comply with this and other applicable district policies.

Users shall not copy or download information from the district website and disseminate such information on unauthorized web pages without authorization from the building principal.

Consequences for Inappropriate Use

The network user shall be responsible for damages to the equipment, systems, and software resulting from deliberate or willful acts.[14]

Illegal use of the network; intentional deletion or damage to files or data belonging to others; copyright violations; and theft of services shall be reported to the appropriate legal authorities for possible prosecution.

General rules for behavior and communications apply when using the Internet, in addition to the stipulations of this policy.

Vandalism shall result in loss of access privileges, disciplinary action, and/or legal proceedings.

Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks; this includes but is not limited to uploading or creating computer viruses.

Failure to comply with this policy or inappropriate use of the Internet, district network or computers shall result in usage restrictions, loss of access privileges, disciplinary action, and/or legal proceedings.

[6][7][8]

Legal

1. 18 U.S.C. 2256
2. 18 Pa. C.S.A. 6312
3. 20 U.S.C. 7131
4. 47 U.S.C. 254
5. 18 Pa. C.S.A. 5903
6. Pol. 218
7. Pol. 233
8. Pol. 317
9. Pol. 103
10. Pol. 103.1
11. Pol. 104
12. Pol. 249
13. Pol. 218.2
14. 24 P.S. 4604
15. 24 P.S. 4610
16. 47 CFR 54.520
17. 24 P.S. 1303.1-A
18. Pol. 237
19. Pol. 814
20. 17 U.S.C. 101 et seq
- 18 Pa. C.S.A. 2709
- 24 P.S. 4601 et seq
- Pol. 220



Book	Policy Manual
Section	800 Operations
Title	Breach of Computerized Personal Information
Code	830 - NEW
Status	First Reading

Purpose

With the increased reliance upon electronic data, and the maintenance of personal information of students and employees in electronic format, the Board is concerned about the risk of a breach in the district's electronic system security and the possible disclosure of personal information. This policy addresses the manner in which the district will respond to unauthorized access and acquisition of computerized data that compromises the security and confidentiality of personal information.

Authority

The Board directs that district administrators shall provide appropriate notification of any computerized system security breach to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed or acquired by unauthorized persons.[1]

Definitions

Breach of the system's security - unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the district as part of the database of personal information regarding multiple individuals and that the district reasonably believes has caused or will cause loss or injury to any state resident. Good faith acquisition of personal information by an employee or agent of the **school** district for the purpose of the district is not a breach of the security of the system if the personal information is not used for a purpose other than the lawful purpose of the district and is not subject to further unauthorized disclosure.[2]

Individual - means any natural person, not an entity or company.

Personal information - includes an individual's first initial and last name in combination with and linked to any one or more of the following, when not encrypted or redacted:[2]

1. Social security number.
2. Driver's license number or state identification card number issued instead of a driver's license.
3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.[3]

Records - means any material, regardless of its physical form, on which information is recorded or preserved by any means, including written or spoken words, graphically depicted, printed or electromagnetically transmitted. This term does not include publicly available directories containing

information that an individual has voluntarily consented to have publicly disseminated or listed, such as name, address or telephone number.[\[2\]](#)

Delegation of Responsibility

The Superintendent or designee shall ensure that the district provides notice of any system security breach, following discovery, to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed and acquired by an unauthorized person. Such notice shall be made without a reasonable delay, except when a law enforcement agency determines and advises the district in writing that the notification would impede a criminal or civil investigation, or the district must take necessary measures to determine the scope of the breach and to restore the reasonable integrity of the data system. The district will also provide notice of the breach if the encrypted information is accessed and acquired in an unencrypted form, if the security breach is linked to a breach of security of the encryption, or if the security breach involves a person with access to the encryption key.[\[4\]](#)

Legal

1. 73 P.S. 2301 et seq
2. 73 P.S. 2302
3. Pol. 801
4. 73 P.S. 2303
- 15 U.S.C. 1681a



Book	Policy Manual
Section	900 Community
Title	Public Participation in Board Meetings
Code	903
Status	First Reading

Purpose

The Board recognizes the value to **school district** governance of public comment on educational issues and the importance of involving members of the public in Board meetings. The Board **also** recognizes its responsibility **for proper governance of the district and the need** to conduct **its** business in an orderly and efficient manner.

Authority

The Board adopts this policy to govern public participation in Board meetings necessary to conduct its meeting and to maintain order.[\[1\]](#)

In order to permit fair and orderly expression of **public** comment, the Board **shall** provide **an opportunity at each open meeting of the Board for residents and taxpayers to comment on matters of concern, official action or deliberation which are or may be before the Board prior to official action by the Board.**[\[2\]](#)[\[3\]](#)

~~**The Board shall require that all public comments be made at the beginning of each meeting. There are two (2) opportunities during each work session and each Regular Board meeting for public comment:**~~

1. Visitor's Comments - Agenda Items Only: This is usually toward the start of the meeting and is intended for public comment or questions related to posted agenda items. The Board will not respond to the comments or questions at this time. This is not designed to be an open discussion with the Board. Board comments may occur as part of the agenda item conversation or during Board Comments at the end of the agenda.

2. Visitor's Comments - General: This is usually toward the end of the meeting and is intended for public comment or questions on any topic related to district business. The Board will not respond to the comments or questions at this time. This is not designed to be an open discussion with the Board. Board comments may occur during Board Comments.

If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting occurring before the next regular meeting.[\[2\]](#)

When an item is added to the agenda after the public comment period has ended, the Board shall offer a further public comment opportunity limited to the added item(s).[\[2\]](#)[\[3\]](#)

Delegation of Responsibility

The presiding officer at each **open** Board meeting **shall follow Board policy** for the conduct of **open** meetings. **Where the presiding officer's ruling is disputed, it may be overruled by a majority of those ~~school~~ Board directors present and voting.**[\[4\]](#)[\[5\]](#)

Guidelines

Whenever issues identified by the participant are subject to remediation under policies and procedures of the Board, they shall be dealt with in accordance with those policies and procedures and the organizational structure of the district.

The Board requires that public participants be residents or taxpayers of this district ~~or anyone representing a group in the community or school district, any representative of a firm eligible to bid on materials or services solicited by the Board,~~ a parent/guardian of any district student, any district employee, or any district student.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, ~~address, and group affiliation if applicable~~ and municipality.

Each statement made by a participant shall be limited to ~~five (5)~~ three (3) minutes' duration for a total of thirty (30) minutes per public comment opportunity.

~~No participant may speak more than once on the same topic, unless all others who wish to speak on that topic have been heard.~~

All statements shall be directed to the presiding officer; no participant may address or question ~~school~~ Board directors individually.

The Board may opt to allow public comment in written form in leu of, or in addition to, spoken comment as the Board best sees fit to do so. Written comments must be submitted to the Board secretary at least 24 hours in advance of the start of the meeting.

The presiding officer may:

1. Interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant.
2. Request any individual to leave the meeting when that person does not observe reasonable decorum.
3. Request the assistance of law enforcement officers to remove a disorderly person when the person's conduct interferes with the orderly progress of the meeting.
4. Call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.
5. Waive these rules with the approval of the Board.

Electronic recording devices and cameras, in addition to those used as official recording devices, **shall** be permitted at **open** meetings **under guidelines established by the Board.**[\[6\]](#)

No placards or banners will be permitted within the meeting room.

The meeting agenda and all pertinent documents shall be available to the press and public at the meetings.[\[7\]](#)

Legal

1. 65 Pa. C.S.A. 710
2. 65 Pa. C.S.A. 710.1
3. 65 Pa. C.S.A. 712.1
4. 24 P.S. 407
5. Pol. 006
6. 65 Pa. C.S.A. 711
7. 65 Pa. C.S.A. 709
- 65 Pa. C.S.A. 701 et seq
- Pol. 906



Book	Policy Manual
Section	900 Community
Title	Public Attendance at School Events
Code	904
Status	First Reading

Purpose

The Board welcomes the public at **activities** and events **sponsored** by the ~~school~~-district, but the Board also acknowledges its duty to maintain order and preserve ~~school~~-district facilities **and health and safety** during such events. **This policy establishes conditions, restrictions and procedures to regulate public attendance and conduct at ~~school~~ district and ~~school~~ district-sponsored activities.**

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including ~~the product marketed as Juul and~~ other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with law, shall be defined to include the following:[\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
 - a. Tobacco, whether in its natural or synthetic form; or
 - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the district*

to maintain a drug-free environment, at which marijuana of any kind is prohibited.^[3]
^[4]

Authority

The Board has the authority to **prohibit** at a **school district** event **the** attendance of any **individual** whose conduct may constitute a disruption. **The Superintendent or designee and building principal may limit attendance to designated areas or may limit the number of attendees to school district events when necessary to protect the health and safety of students, staff and the public, in accordance with Board-approved health and safety plans and guidance from state and local officials.**

The Board prohibits gambling and the possession and use of controlled substances **prohibited by state or federal law, alcoholic beverages and weapons** on **school district** premises.^[5]^[6]

Attendees shall be informed of the district's health and safety rules through announcements and posting of appropriate signage. Health and safety rules must be followed prior to entry and while attendees are in school district buildings and on school district property, in accordance with Board policy, district procedures, the Board-approved health and safety plans and guidance from state and local officials.^[7]

Tobacco and Vaping Products

The Board prohibits use of tobacco and vaping products, including the product marketed as ~~Juul and other~~ **electronic cigarettes (e-cigarettes)**, by any persons at any time in a **school district** building; on **school district** buses or other vehicles that are owned, leased or controlled by the **school district**; or on property owned, leased or controlled by the **school district**.^[2]^[8]

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as ~~Juul and other~~ **electronic cigarettes (e-cigarettes)**, by members of the public of legal age at **school the district or school district**-sponsored activities.

The Board deems it to be a violation of this policy for an individual in attendance at **school the district** or a **school district**-sponsored activity to furnish a tobacco or vaping product, including the product marketed as ~~Juul or any other~~ **electronic cigarettes (e-cigarettes)**, to a minor.^[1]

Delegation of Responsibility

A schedule of fees for **attendance at school district** events shall be prepared by the Superintendent or designee and adopted by the Board.

The Superintendent shall ensure that this policy is posted on the district's publicly accessible website.^[9]

Reports

Office for Safe Schools Report –

The Superintendent shall annually, by July 31, report all incidents of prohibited possession, use or sale of tobacco and vaping products, including ~~Juuls and other~~ **electronic cigarettes (e-cigarettes)**, by any person on **school district** property to the Office for Safe Schools on the required form.^[10]^[11]

Law Enforcement Incident Report –

In accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies, the Superintendent or designee may report to the ~~school police, School Resource Officer (SRO)~~ **Campus Security**.

Officer or to the local police department that has jurisdiction over the **school district's** property, the use or sale of tobacco or vaping products, including ~~Juuls and other~~ **electronic cigarettes (e-cigarettes)**, by any person in a **school district** building; on a school bus or other vehicles that are owned, leased or controlled by the **school** district; or on any property owned leased or controlled by the **school** district.[\[1\]](#)[\[2\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

Guidelines

Free Admittance

{ **x** } Senior citizens who are district residents and are 65 years of age or older shall be admitted

(**x**) without charge. **Resident must complete registration for free admittance including providing proof of residence. Registration is done in the Jr./Sr. High School office.**

() at a reduced fee

() to all school events.

() to all school athletic events.

{ **x** } District personnel will be admitted **to district home athletic events.**

() to all school events

(**x**) at no charge.

() at a reduced fee.

{ **x** } Free passes to **school district home athletic** events will be available to each Board member.

() and a guest.

{ } The Board will honor athletic passes from all districts that are members of conferences in which teams of this district compete and honor the passes of this district.

Service Animals

Individuals with disabilities may be accompanied by their service animals while on district property for events that are open to the general public in accordance with Board policy and state and federal laws and regulations.[\[15\]](#)[\[16\]](#)[\[17\]](#)

Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. 20 U.S.C. 7118
4. Pol. 351
5. 24 P.S. 511
6. 24 P.S. 775
7. Pol. 705
8. 20 U.S.C. 7973
9. 24 P.S. 510.2
10. 24 P.S. 1303-A
11. Pol. 805.1
12. 22 PA Code 10.2
13. 22 PA Code 10.22
14. 24 P.S. 1302.1-A
15. 28 CFR 35.136
16. 43 P.S. 953
17. Pol. 718
- 20 U.S.C. 7971 et seq
- 28 CFR Part 35

904-Attach.doc (39 KB)



Book	Policy Manual
Section	900 Community
Title	Citizen Advisory Committees
Code	905
Status	First Reading

Purpose

Citizen advisory committees **can be** useful in keeping the Board and administration informed with regard to community opinion and in representing the community in the study of specific **school-district issues**.

An advisory committee shall consist of at least one (1) Board member, interested community residents, and district administrators when appropriate.

Authority

When creating an advisory committee, the Board shall:

- 1. Define the committee's assignment.**
- 2. Appoint a Chairperson and a recording secretary.**
- 3. Appoint residents who are interested and can make some special contribution to the committee's function.**
- 4. Approve appointment of residents, staff members and/or students recommended by the Superintendent.**
- 5. Seek the widest range of community interest and backgrounds.**

Recommendations of advisory committees shall not reduce the responsibility of the Board, which shall be free to accept or reject the recommendations.

Meetings of an advisory committee are not regular meetings of the Board and shall be open to the public only upon invitation of the committee.

Legal 24 P.S. 510



Book	Policy Manual
Section	900 Community
Title	Public Complaint Procedures
Code	906
Status	First Reading

Purpose

The Board welcomes inquiries, suggestions, and constructive criticism from parents/guardians, district residents or community groups regarding the district's programs, personnel, operations and facilities. The Board adopts this policy to establish procedures for seeking appropriate resolution to complaints.

Authority

The Board encourages parents/guardians, district residents or community groups who have general complaints about Board policy and district procedures, district programs, personnel, operations and facilities to follow the general complaint procedure established in this policy.

The Board directs parents/guardians, other individuals and organizations alleging violations of law in the district's administration of federally-funded programs to submit complaints in accordance with the separate federal program complaint procedure established in this policy.
[1]

The Board shall ensure that this policy is posted on the district's publicly accessible website in accordance with law.**[2]**

Delegation of Responsibility

The district shall annually notify parents/guardians, employees and the public of this policy and established complaint procedures via the district website, newsletters, posted notices and/or other efficient communication methods.

Guidelines

General Complaint Procedure

It is the intent of the Board that complaints, concerns and suggestions be addressed and/or resolved at the lowest appropriate level.

At all levels of this procedure, district employees shall make a determination as to whether the complaint should proceed as outlined in this policy or if the complaint should be submitted through a specialized complaint process addressed in a separate Board policy, district procedure or administrative regulation that is directly related to the nature of the complaint.

General complaints about Board policy and district procedures, programs, personnel, operations and facilities shall begin with an informal, direct discussion between the complainant and district employee who is most directly involved.

The employee shall attempt to provide a reasonable explanation or take appropriate action within the employee's authority. The employee shall report the matter and the resolution to the building principal or immediate supervisor.

When an informal discussion fails to resolve the complaint, the following procedure shall be used.

First Level - If a satisfactory resolution is not achieved by discussion with the employee, the complainant shall submit a written complaint to the building principal or designee and a conference shall be scheduled with the complainant. The written complaint shall include the contact information of the person or group filing the complaint, the specific nature of the complaint, a brief statement of relevant facts, how the complainant has been affected adversely, and the action requested. The building principal or designee shall provide a written response to the complainant.

Second Level - If a satisfactory resolution is not achieved through a conference with the building principal or designee, the complaint shall be referred to the Superintendent or designee. The Superintendent or designee shall review the complaint and may schedule a conference with the complainant. The Superintendent or designee shall provide a written response to the complainant.

Third Level - If a satisfactory resolution is not achieved through referral to the Superintendent or designee or if resolution of the complaint is beyond his/her authority and requires Board action, the Superintendent or designee shall refer the complaint to the Board.

The Board, after reviewing all information relative to the complaint, shall provide the complainant with its written response. The Board may, at its discretion, grant a hearing before the Board or a committee of the Board. If a hearing is granted, the complainant shall be advised of the Board's response, in writing, no more than thirty (30) days following the hearing.

Any requests, suggestions or complaints first directed to individual Board members and/or the Board shall be referred to the Superintendent for consideration, investigation and action. If further action is warranted, based on the initial investigation, such action shall be in accordance with the procedures outlined above.

Complaint Procedure for Federal Programs

Complaints alleging violations of law in the district's administration of federally-funded programs shall be processed in accordance with the following procedure.[\[1\]](#)

The complainant shall submit a written, signed statement to the district's administration office that includes:

- 1. Contact information of the individual or organization filing the complaint.**
- 2. Alleged federal program violation.**
- 3. Facts supporting the alleged violation.**
- 4. Supporting documentation, such as information on discussions, correspondence or meetings with district staff regarding the complaint.**

District staff shall forward complaints to the district administrator responsible for federal programs, who will notify the Superintendent and acknowledge receipt of the complaint in writing.

The district administrator responsible for federal programs shall conduct an independent investigation, which may include, but not be limited to:

- 1. On-site visit to the building that is the subject of the complaint.**
- 2. Opportunity to present evidence by all individuals and/or organizations involved.**
- 3. Opportunity for participants to ask questions of each other and witnesses.**

When the investigation is completed, the district administrator responsible for federal programs shall prepare a written report with a recommendation for resolving the complaint. The report shall include:

- 1. Name of the individual or organization filing the complaint.**
- 2. Nature of the complaint.**
- 3. Summary of the investigation.**
- 4. Recommended resolution.**
- 5. Reasons for the recommended resolution.**

The district administrator responsible for federal programs shall submit the written report to the Superintendent, who will determine whether further investigation is required and/or the district's final response.

All individuals and/or organizations making the complaint or that are the subject of the complaint shall be notified of the resolution of the complaint by the Superintendent or designee.

The district administrator responsible for federal programs shall ensure that the resolution of the complaint is implemented.

The time period between receipt and resolution of a complaint shall not exceed sixty (60) calendar days, unless circumstances require additional time.

The complainant may appeal the final resolution to the Pennsylvania Department of Education.

**Division Chief
Division of Federal Programs
PA Department of Education
333 Market Street
Harrisburg, PA 17126-0333**

Legal

1. 20 U.S.C. 7844

2. 24 P.S. 510.2

24 P.S. 510

Pol. 103

Pol. 103.1

Pol. 104

Pol. 105.1

Pol. 108

Pol. 109

Pol. 116

Pol. 127

Pol. 137

Pol. 150

Pol. 202

Pol. 206

Pol. 247

Pol. 249

Pol. 251

Pol. 252

Pol. 255

Pol. 610

Pol. 621

Pol. 626

Pol. 718

Pol. 801

Pol. 808

Pol. 815

Pol. 824

Pol. 827

Pol. 828



Book	Policy Manual
Section	900 Community
Title	District Visitors
Code	907
Status	First Reading

Authority

The Board welcomes and encourages **interest in district educational programs and other ~~school~~ district-related activities. The Board recognizes that such interest may result in visits to ~~school~~ the district** by parents/guardians, **adult residents**, educators and other officials. To ensure order in the ~~schools~~ buildings and to protect students and employees, it is necessary for the Board to establish policy governing ~~school~~ district visits.[\[1\]](#)

Delegation of Responsibility

The Superintendent or designee **and** building principal have the authority to prohibit the entry of any **individual** to a district ~~school~~ building, in accordance with **Board guidelines and state and federal law and regulations.**

The Superintendent or designee and building principal may limit visitors to designated areas or may limit the number of visitors to a district ~~school~~ building when necessary to protect the health and safety of students, staff and the public.

The Superintendent or designee shall develop administrative regulations to implement this policy and control access to ~~school~~ district buildings and ~~school~~ district classrooms.

Guidelines

Persons wishing to visit a ~~school~~ district building should make arrangements in advance with the ~~school~~ office in that building.

Upon **arrival at the ~~school~~ building**, visitors must register at the office where they must provide any required information or identification to protect the health and safety of students, staff and the ~~school~~ district community, as well as sign in and sign out, receive a badge, receive instructions, and be informed of the ~~school~~ district's health and safety rules, which must be followed prior to entry and while the visitor is in the ~~school~~ building and on ~~school~~ district property.[\[2\]](#)

Only one (1) designated entrance that is monitored and capable of controlling visitor entry shall be used by visitors to the ~~school~~ building. All other entrances shall be locked.[\[3\]](#)

All staff members shall be responsible for requiring a visitor demonstrate that the visitor has a visitor's badge and has registered at the ~~school~~ building office and received authorization to be present for the purpose of conducting business.

No visitor may confer with a student in **school building** without the approval of the building principal.

Should an emergency require that a student be called to the **school building** office to meet a visitor, the building principal or designee shall be present during the meeting.

Failure to comply with this policy shall result in more limited access to the **school building** as determined by the building principal, consistent with Board policies, administrative regulations, **school district** rules and federal and state law and regulations.

Classroom Visitations

Parents/Guardians may request to visit their child's classroom, but the request must be made prior to the visit, in accordance with established administrative regulations.[\[1\]](#)[\[4\]](#)

The building principal or program supervisor must grant prior approval for the visit, and shall notify the classroom teacher prior to the visit.

Parents/Guardians shall be limited to one (1) class period per month, per child in the **school building** for classroom visitations, in order to minimize disruption of the classroom schedule and the educational program. Parental participation in classroom activities or programs such as room parents, back-to-school events, and chaperones for field trips shall not constitute a classroom visit for purposes of this policy.

The building principal or program supervisor and classroom teacher have the authority to ask a visitor to leave if the visitor disrupts the classroom routine, educational program or daily schedule, or if a visitor violates Board policy. Failure to leave when asked or repeated, documented disruptions may result in loss of classroom visitation privileges.

Under exceptional circumstances and upon request of the building principal, program supervisor, classroom teacher or parent/guardian, the Superintendent may authorize additional or longer classroom visits by a parent/guardian.

Military Personnel

Members of the active and retired Armed Forces, including the National Guard and Reserves, shall be permitted to:[\[5\]](#)[\[6\]](#)

1. Visit and meet with district employees and students when such visit is in compliance with Board policy and district procedures.
2. Wear official military uniforms while on district property.

Legal

1. 24 P.S. 510
2. Pol. 705
3. Pol. 709
4. 22 PA Code 14.108
5. 24 P.S. 2402 (Military Uniform)
6. Pol. 250



Book	Policy Manual
Section	900 Community
Title	Relations With Parents/Guardians
Code	908
Status	First Reading

Purpose

The Board believes that the education of students is a joint responsibility **that** is shared by the parents/**guardians**. To ensure that the best interests of **each student** are served in **the educational** process, a strong program of communication **and cooperation** between home and school must be maintained, **and parental involvement encouraged**.**[1][2]**

Authority

The Board feels that it is the parents/**guardians** who have the ultimate responsibility for their children's behavior in school, **including the behavior of students who have reached the legal age of majority but are, for all practical purposes, under parental authority**.**[3]**

Delegation of Responsibility

During school hours, the Board acts in loco parentis or in place of the parents/**guardians**, through its designated administrators.**[4]**

Guidelines

Parents/Guardians are requested to keep ~~the school~~ district staff apprised of changes in the home situation that may affect a student's conduct or performance.

The Board directs that the following activities be implemented to encourage parent-school cooperation:

1. Parent-teacher conferences to permit two-way communication between home and school.**[5]**
2. Open houses in district ~~schools~~ buildings to provide parents/**guardians** the opportunity to see the ~~school~~ district facilities, meet the faculty, and **witness ~~school~~ district programs**.
3. Meetings of parents/**guardians** and staff members to explain and discuss matters of general interest.
4. Meetings of staff members and groups of parents/**guardians** of students having special abilities, disabilities, needs, or problems.
5. Special events of a cultural, ethnic or topical nature **that** are initiated by parent groups; involve the cooperative effort of students, **staff and** parents/**guardians**; and are of general interest to the ~~schools~~ district or community.

The Board believes that parents/guardians have a responsibility to support and encourage their child's career in school through the following actions:

- 1. Require that students comply with district policies and school rules and regulations and accept responsibility for their behavior.**
- 2. Send students to school with proper attention to their health, personal cleanliness and dress.**
- 3. Maintain an active interest in the student's daily work and provide appropriate supervision for completion of assigned homework.**
- 4. Read, sign and return promptly all communications from school, when requested.**
- 5. Attend conferences for the exchange of information on the student's progress in school. [5]**
- 6. Participate in ~~school~~ district activities and special functions.**

Legal

1. Pol. 917
2. Pol. 918
3. Pol. 235
4. 24 P.S. 1317
5. Pol. 212