

OCTORARA AREA SCHOOL DISTRICT WORK SESSION

**November 13, 2023– 7:00 p.m.
Jr. High School Multi-Purpose Room**

DISCUSSION GUIDE

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Visitors' Comments – Agenda Items Only
5. Presentations
 - A. Heroes
6. Information Items
7. Presentation of Agenda Items for the November 20, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors approve Mr. Scott Domowicz as the District's School Safety and Security Coordinator.
 - B. That the Octorara Board of School Directors approve Ms. Kelley Vance as the District's Title IX Coordinator.
 - C. That the Octorara Board of School Directors approve the contract with Apptegy for website development effective January 1, 2024 at an annual cost of \$13,225 with a one-time set-up fee of \$14,112.50.
 - D. That the Octorara Board of School Directors approve the 2023-2024 Structured Literacy Grant from the Chester County Intermediate Unit for \$68,110.
 - E. That the Octorara Board of School Directors approve the donation of a JayPro Bomber Elite Batting Cage from the Octorara Baseball Boosters at a value of \$5,500.
 - F. That the Octorara Board of School Directors approve the request from Octorara Youth Wrestling to host a wrestling meet on Sunday, January 21, 2024 from 9:00 a.m. – 4:00 p.m.
 - G. That the Octorara Board of School Directors approve the request for unpaid family medical leave for the purpose of child rearing for Ms. Kimberly Boyd from approximately February 12, 2024 through April 22, 2024. Ms. Boyd is a Special Education teacher at the Octorara Jr./Sr. High School.
 - H. That the Octorara Board of School Directors adjust Mr. Phillips Woodward's approved start date from October 12, 2023 to October 10, 2023. Mr. Woodward is a custodian at the Octorara Intermediate School.

- I. That the Octorara Board of School Directors approve the following policies, second reading:

006 Meetings

216.1 Supplemental Discipline Records

251 Students Experiencing Homelessness, Foster Care and Other Educational Instability

- J. That the Octorara Board of School Directors approve the following policies, first reading:

815 Acceptable Use of Internet, Computers and Network Resources

819 Suicide Awareness, Prevention and Response

Resignation Approvals:

- K. That the Octorara Board of School Directors accept the resignation of Ms. Wanda Fisher as an Instructional Assistant at the Octorara Primary Learning Center effective November 23, 2023. (Hired June 19, 2017)

Hiring Approvals:

- L. That the Octorara Board of School Directors approve the following supplemental contracts for the 2023-2024 school year:

Helena Martin	FFA Technology Advisor	4 pts @ \$620	\$2,480
Debra Jones	Mentor Erin Sullivan		\$80.72
Patti Albrecht	Mentor Ana Torres		\$63.08
Adam Udell	Character Club Advisor	2 pts @ \$620	\$1,240
Denim Kurtzhals	Jr High Baseball Coach	4 pts @ \$620	\$2,480

- M. That the Octorara Board of School Directors approve the change in the Jr. High Chorus supplemental from Jaclyn Urbas to Sydney Szwarc at 2 points for a total of \$1,240. (Ms. Urbas was approved in error for both the Jr. High and Sr. High Chorus supplementals in August.)

- N. That the Octorara Board of School Directors approve the following Intramural supplementals effective November 21, 2023:

Jed King, Intramural Sr. High Fitness Coordinator - \$3,000 pro-rated

Mark Durante, Intramural Jr. High Fitness Coordinator - \$3,000 pro-rated

- O. That the Octorara Board of School Directors approve the following substitute teacher for the 2023-2024 school year:

Hannah Dunnenberger, Emergency

- P. That the Octorara Board of School Directors approve the following substitute support staff for the 2023-2024 school year:

Joyce Swisher

8. Education Committee Report
9. Policy Committee Report
10. Facility Committee Report
11. Other Items/Concerns
12. Visitors' Comments – General

13. Administrator Comments/Announcements

14. Board Comments

15. Adjournment

Policy/Facility Committee Meeting – Monday, November 13, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Executive Session for Personnel - Monday, November 13, 2023 – Prior to the Work Session in room 102 at the Jr. High School

Finance Committee Meeting – Monday, November 20, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Next regularly scheduled Board Meeting – Monday, November 20, 2023 – 7:00 p.m. in the Jr. High School Multi-Purpose Room



II. Order Form

Client Name: Octorara Area School District			
Address: 228 Highland Rd Suite 1, Atglen		Email: sleever@octorara.org	
Pennsylvania 19310		Phone:	
Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the District + 6 campuses *Billed one-time	\$12,500	1	\$12,500
App Development Discount (one-time) Discounting app development for agreement signed by 10/19/23	-\$5,000	1	-\$5,000
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~2100 students *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)	\$13,225	1	\$13,225
Thrillshare (pro-rated) Thrillshare Publishing Platform (desktop and mobile) for ~2,100 students *Pro rated for 6 months January - June	\$6,612.50	1	\$6,612.50
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Alerts Unlimited text, voice, and email alerts Included in Thrillshare cost *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0



III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement		Amount
Total of the above, collectively, the "Services"		\$27,337.50
Client Start Date		\$7,500 (One-time development) + \$6,612.50 (pro rated)
1/1/24		
		\$13,225 (annual)
7/1/24		
7/1/25		\$13,225 (annual, if renewed)
		*Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "**Agreement**") between Apptegy, Inc. ("**Apptegy**"), and the client listed above ("**Client**") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("**MSA**"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client


By: 
2023-10-17 09:02:29 (PDT)

Name: Steven Leever

Title: Superintendent

Date: October 17, 2023

Apptegy, Inc.

By: 
2023-10-16 17:07:28 (PDT)

Name: Woody Woodring

Title: Sales Representative



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s) (as defined below). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due in full upon execution of this Agreement, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to Five Percent (5%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

6. Carrier Restrictions. Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

7. TCPA/CTIA Compliance. Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA;

Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

8. COPPA Notice and Compliance. Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, disclosure, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent and guardian consent for Apptegy's collection, use, disclosure, and storage of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, representatives, and Users who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services;

posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, disclosure, and storage of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, for Users of Rooms, information shared by a User via the messaging features of Rooms will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, for Users of Rooms, information about a child that is posted in the group messaging tool in a Child's Room may be visible to other individual Users that are also authorized users for the same Room. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

14. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties.

Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

In the event that the Octorara Area School Board does not approve funding for this contract, then this agreement shall be null and void and all obligations of either party shall cease upon the time any existing program funds have been exhausted. Client, within 30 days of their School Committee's non-approval of funds, must send notice via email that includes documentation of the lack of approval of funds for this contract.



Chester County Intermediate Unit

2023-2024

STRUCTURED LITERACY GRANT USE OF FUNDS AGREEMENT

Sub-grant Agreement for Implementation and Reimbursement of Structured Literacy Grant, by and between the Chester County Intermediate Unit, hereinafter called CCIU, and the School District identified below, entered into for the project period **August 1, 2023 through June 30, 2024**.

I. THE SCHOOL DISTRICT SCHOOL HEREBY AGREES AND ENSURES THAT:

- A. All Structured Literacy Grant funds shall be used to support the implementation of Chapter 49 of Title 22 of the Pennsylvania Code, which mandates the identification of competencies and standards for structured literacy educator training and implementation.
- B. Structured Literacy Grant funds shall be used to supplement and, to the extent practicable, increase the level of state and local funds expended for supporting reading achievement in schools in Senate District 44.
- C. The School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, program, and statistical records, and supporting documents. These records are to be available for inspection by a representative and/or auditor of the CCIU and Pennsylvania Department of Education (PDE).
- D. The School District ensures that all obligations made in association with the agreement will occur within the project period stated above. No payments can be made for obligations made outside of the approved project period (i.e. prior to **August 1, 2023** or after **June 30, 2024**).
- E. All of the Structured Literacy Grant allocation funds that the School District opts to take advantage of must be allocated by **June 30, 2023**.
- F. The School District agrees to comply with all Structured Literacy Grant reporting requirements established by the Pennsylvania Department of Education for purposes of accountability of Structured Literacy Grant expenditures.
- G. Structured Literacy Grant funds will be reimbursed to the School District during the **2023-2024** school year. When requesting reimbursement for expenses incurred, the School District will accompany the reimbursement request with appropriate supporting documentation, such as copies of invoices, check, etc.).

II. THE CCIU HEREBY AGREES AND ENSURES THAT:

- A. The development and execution of this agreement shall be in accordance with the following:
1. Guidelines and directives issued by Pennsylvania Department of Education (PDE);
 2. The terms of this agreement;
 3. The provisions of the Commonwealth of Pennsylvania's Structured Literacy Grant applicable to the period of this agreement;
 4. All other pertinent federal and Pennsylvania State laws, regulations and standards, as outlined in the Structured Literacy Grant contract between the CCIU and PDE.
- B. Upon the School District's submission of an initial application and documentation of eligible expenditures, the CCIU agrees to make payment to the School District for allowable expenditures.
- C. The CCIU agrees to provide School District all Structured Literacy Grant guidelines governing allowable and non-allowable expenses.

III. THE EXECUTION OF THIS AGREEMENT IS CONTINGENT UPON:

- A. The Pennsylvania Department of Education approval of the services outlined in the agreement through the CCIU's application for American Rescue Plan Act (ARPA) funding; and,
- B. Receipt of the funds from PDE. Further, the School District needs to comply with PDE Use of Funds Agreement, budget, and final reporting submitted to CCIU.

District School Name:

Octorara Area School District

George Fiore, Ed.D.

STEVEN LEEVER
Please Print/Type School District Superintendent

Signature of Executive Director

Steve Leever
Signature of School District Superintendent

Date

10/16/2023
Date



Book	Policy Manual
Section	000 Local Board Procedures
Title	Meetings
Code	006
Status	Second Reading
Adopted	November 18, 2019

Parliamentary Authority

All Board meetings shall be conducted in an orderly and business-like manner. Robert's Rules of Order shall govern the Board in its deliberations in all cases in which it is not inconsistent with law, state regulations or Board procedures.[\[1\]](#)[\[2\]](#)

Quorum

A quorum shall consist of a majority of the members of the Board. No business shall be transacted at a meeting without a quorum, but the school directors present at such a meeting may adjourn to another time.[\[3\]](#)

Presiding Officer

The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a school director shall be elected President pro tempore by a majority of those present and voting to preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Notice

Notice of all public Board meetings, including committee meetings and work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and posting of such notice on the district website and at the administrative offices of the Board.[\[8\]](#)[\[9\]](#)

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.[\[8\]](#)[\[9\]](#)
2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.[\[8\]](#)[\[9\]](#)
3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.[\[8\]](#)[\[9\]](#)

4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of the meeting and sending copies of such notice to interested parties. [8]

5. Notice of all public meetings shall be given to any newspaper(s) circulating in Lancaster and Chester County and any radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification. [9]

Notice of all rescheduled meetings and special meetings shall be given to each school director no later than twenty-four (24) hours prior to the time of the meeting. [9][10]

Regular Meetings

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months. [2][11]

1. Agenda

It shall be the responsibility of the Superintendent, in cooperation with the Board President and Board Secretary, to prepare an agenda of the items of business to come before the Board at each regular open public meeting.

The agenda, together with all relevant reports, shall be provided to each school director within a reasonable time prior to the meeting.

The district shall publicly post the agenda for all open meetings of the Board or Board committees at which deliberation or official action may take place no later than twenty-four (24) hours prior to the time of the meeting, as follows:

1. On the district website.
2. At the location of the meeting.
3. At the district's administrative office.

The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting.

Additions to the Agenda

The Board may deliberate or take official action on matters not included in a posted agenda only under the following circumstances:

Emergencies - The matter of business relates to a real or potential emergency involving a clear and present danger to life or property.

Business Arising Within Twenty-Four (24) Hours Prior to the Meeting - The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement.

Business Raised by Residents or Taxpayers During the Meeting - When a matter of Board business is raised by a resident or taxpayer during a meeting:

1. The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or
2. If the matter is de minimis (minor) in nature and does not involve expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.

Majority Vote - During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the school directors present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the district's website and at the administrative office no later than the first business day following the meeting at which the agenda was amended. The unanimous consent procedure may not be used in place of majority vote for this purpose.

The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and special open meetings of the Board. These requirements and rules do not apply to:

- 1. Conference sessions.
- 2. Executive sessions.

~~Items of business may be suggested by Board members, the Superintendent, or citizens of the district for inclusion on the agenda. Items suggested by citizens of the district shall be submitted in writing and received in the office of the Superintendent at least seven (7) days before the meeting in order to be considered for inclusion on the written agenda.~~

~~Whether or not an item will be included on the agenda, its place on the agenda, and at which meeting, if any, will be considered decisions of the Board.~~

If the agenda includes an item of business related to removal of an officer of the Board, the agenda shall be provided to each school director at least seven (7) days before the meeting.

Special Meetings

Special meetings may be called for special or general purposes and shall be public except when conducted as an executive session for purposes authorized by law.[\[2\]](#)[\[5\]](#)[\[10\]](#)[\[12\]](#)

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) school directors. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the school directors.[\[5\]](#)

No business shall be transacted at any special meeting except that named in the call sent to school directors for such special meeting.[\[10\]](#)

Public Participation

At each public Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment in accordance with law and Board procedures and policy.[\[2\]](#)[\[13\]](#)

Voting

All motions shall require for adoption a majority vote of those school directors present and voting, except as provided by statute or Board procedures.

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another school director.

Special Voting Requirements –

**Indicates actions for which the minutes also must reflect how each school director voted.*

1. Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:
 - a. Appoint as Board Secretary a former school director who has resigned, before the expiration of the term for which the director was elected.*[\[14\]](#)[\[15\]](#)
 - b. Appoint as solicitor a former school director who has resigned, before the expiration of the term for which the director was elected.*[\[14\]](#)[\[15\]](#)
2. Actions requiring the affirmative votes of two-thirds of the full membership of the Board:

- a. Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.*[\[15\]](#)[\[16\]](#)[\[17\]](#)
 - b. Adding or increasing appropriations to meet an emergency or catastrophe.*[\[15\]](#)[\[17\]](#)
 - c. Hiring as a teacher a former school director who has resigned, before the expiration of the term for which the director was elected.*[\[14\]](#)[\[15\]](#)
 - d. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.*[\[15\]](#)[\[18\]](#)
 - e. Incurring temporary debt ~~(non-emergency)~~.*[\[17\]](#)[\[19\]](#)
 - f. Dismissing a tenured professional employee after a hearing.*[\[15\]](#)[\[20\]](#)
 - g. Borrowing in anticipation of current revenue.*[\[15\]](#)[\[21\]](#)
 - h. ~~Adopting or changing textbooks without the recommendation of the Superintendent~~
3. ~~Actions requiring the affirmative votes of two-thirds of those voting in the presence of a quorum:~~
- ~~a. Incurring temporary debt to meet an emergency or catastrophe.*[\[15\]](#)[\[17\]](#)~~
 - ~~b. Adopting or changing textbooks without the recommendation of the Superintendent.*[\[15\]](#)[\[22\]](#)~~
4. Actions requiring the affirmative votes of a majority of the full membership of the Board:
- a. Fixing the length of the school term.*[\[15\]](#)
 - b. Adopting textbooks recommended by the Superintendent.*[\[15\]](#)[\[23\]](#)
 - c. Appointing the district Superintendent and Assistant Superintendent(s).*[\[15\]](#)[\[24\]](#)[\[25\]](#)
 - d. Appointing teachers and principals.*[\[15\]](#)
 - e. Adopting the annual budget.*[\[15\]](#)[\[26\]](#)
 - f. Appointing tax collectors and other appointees.*[\[15\]](#)[\[27\]](#)[\[28\]](#)
 - g. Levying and assessing taxes.*[\[15\]](#)[\[29\]](#)
 - h. Purchasing, selling, or condemning land.*[\[15\]](#)
 - i. Locating new buildings or changing the location of old ones.*[\[15\]](#)
 - j. Creating or increasing any indebtedness.*[\[15\]](#)
 - k. Adopting planned instruction.[\[15\]](#)[\[30\]](#)
 - l. Establishing additional schools or departments.*[\[15\]](#)
 - m. Designating depositories for school funds.*[\[15\]](#)[\[31\]](#)[\[32\]](#)
 - n. Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine

(9) months of the fiscal year.*[15][17]

- o. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements).*[15][33]
- p. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.*[15]
- q. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.*[15]
- r. Dismissing, after a hearing, a Superintendent, Assistant Superintendent or non-tenured teacher.*[15][34][35]
- s. Determining the location and amount of any real estate required by the school district for school purposes.*[15][36]
- t. Vacating and abandoning property to which the Board has title.*[15][37]
- u. Appointing a school director to fill a vacancy on the Board.*[15][38]
- v. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[5]
- w. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[39]
- x. Adopting, amending or repealing Board procedures and policy.[40]
- y. ~~Combining or reorganizing into a larger school district.~~[41] Approving or denying a charter school application.
- z. ~~Adopting a corporate seal for the district.~~[42] Approving or denying a multiple charter school organization application.
- aa. Establishing joint school or departments.

Abstention from Voting

A school director shall be required to abstain from voting when the issue involves either one of the following:

1. Conflict of interest under the Ethics Act.[43][44][45]

Prior to the vote being taken, the school director shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

Conflict of interest - use by a public official of the authority of his/her office or any confidential information received through his/her holding public office for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.[43]

De minimis economic impact – an economic consequence which has an insignificant effect.
[43]

Immediate family – parent, spouse, child, brother or sister.[43]

Business with which associated – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.
[43]

2. Relative recommended for appointment to or dismissal from a teaching position.[20][46]

Relative – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt.

The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for questions related to conflict of interest.[44][45]

Minutes

The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all public Board meetings. Said minutes shall be comprehensible and complete and shall show:
[47][48]

1. Date, place, and time of the meeting.
2. Names of school directors present.
3. Presiding officer.
4. Substance of all official actions.
5. Actions taken.
6. Recorded votes and a record by individual members of all roll call votes taken.[49]
7. Names of all residents who appeared officially and the subject of their testimony.
8. Any matter added to the posted agenda, including the substance of the matter, the announced reason and the recorded vote, where applicable.

The Board Secretary shall provide each school director with a copy of the minutes of the last meeting prior to the next regular meeting.[1]

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary.[50]

Notations and any tape or audiovisual recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule.[1][51][52]

Recess/Reconvene

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy.[8][9][53]

Executive Session

The Board may hold an executive session, which is not an open meeting, before; during; at the conclusion of a public meeting; or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or after the executive session.[\[12\]](#)[\[54\]](#)[\[55\]](#)

The Board may discuss the following matters in executive session:

1. Employment issues.
2. Labor relations.
3. Purchase or lease of real estate.
4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.
5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.
6. School safety and security, of a nature that if conducted in public, would:[\[12\]](#)
 - a. Be reasonably likely to impair the effectiveness of school safety measures.
 - b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

Official actions based on discussions held in executive session shall be taken at a public meeting.

Work Sessions

The Board may meet as a Committee of the Whole in a public meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board procedures.[\[2\]](#)[\[53\]](#)

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by school directors. Public notice of the meeting shall be made in accordance with Board procedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures.[\[8\]](#)[\[9\]](#)

Committee Meetings

Standing committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by members of the committee.[\[8\]](#)[\[9\]](#)[\[53\]](#)

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, standing committee meetings shall be open to the public, other school directors, and the Superintendent.[\[2\]](#)

A majority of the committee or the chairperson may invite Board employees, consultants or other persons who have special knowledge of an area under discussion.

Legal

[1. 24 P.S. 407](#)

[2. 65 Pa. C.S.A. 701 et seq](#)

[3. 24 P.S. 422](#)

[4. 24 P.S. 405](#)

[5. 24 P.S. 426](#)

[6. 24 P.S. 427](#)

[7. 24 P.S. 428](#)

[8. 65 Pa. C.S.A. 703](#)

[9. 65 Pa. C.S.A. 709](#)

[10. 24 P.S. 423](#)

[11. 24 P.S. 421](#)

[12. 24 P.S. 425](#)

13. Pol. 903

[14. 24 P.S. 324](#)

[15. 24 P.S. 508](#)

[16. 24 P.S. 609](#)

[17. 24 P.S. 687](#)

[18. 24 P.S. 707](#)

[19. 24 P.S. 634](#)

[20. 24 P.S. 1129](#)

[21. 24 P.S. 640](#)

[22. 24 P.S. 803](#)

23. Pol. 108

[24. 24 P.S. 1071](#)

[25. 24 P.S. 1076](#)

26. Pol. 604

27. Pol. 005

28. Pol. 606

29. Pol. 605

30. Pol. 107

[31. 24 P.S. 621](#)

32. Pol. 608

33. Pol. 610

[34. 24 P.S. 1080](#)

[35. 24 P.S. 514](#)

[36. 24 P.S. 702](#)

[37. 24 P.S. 708](#)

[38. 24 P.S. 315](#)

39. Pol. 004

40. Pol. 003

[41. 24 P.S. 224](#)

[42. 24 P.S. 212](#)

[43. 65 Pa. C.S.A. 1102](#)

[44. 65 Pa. C.S.A. 1103](#)

45. Pol. 827

[46. 24 P.S. 1111](#)

[47. 24 P.S. 518](#)

[48. 65 Pa. C.S.A. 706](#)

[49. 65 Pa. C.S.A. 705](#)

[50. 24 P.S. 433](#)

51. Pol. 800

52. Pol. 801

53. Pol. 006

[54. 65 Pa. C.S.A. 707](#)

[55. 65 Pa. C.S.A. 708](#)

[24 P.S. 408](#)

[24 P.S. 1075](#)

[24 P.S. 1077](#)

[65 Pa. C.S.A. 1101 et seq](#)

Pol. 612



Book	Policy Manual
Section	200 Pupils
Title	Supplemental Discipline Records
Code	216.1
Status	Second Reading

Authority

The **school** district shall maintain required records concerning **students** adjudicated **delinquent** and transfer students disciplined for offenses involving weapons, alcohol, drugs and violence on, or within **1,500 feet of, school district** property.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Guidelines

Records/Information Regarding Students Who Have Been Adjudicated Delinquent

The building principal or designee shall receive from the court, through the juvenile probation office, information concerning the adjudication of an enrolled student. **The information may include, but not be limited to, the name and address of the student,** a description of the delinquent acts committed by the student **and the disposition of the case. If the student is adjudicated delinquent of a felony offense, the building principal or designee may receive additional information, including but not limited to juvenile probation or treatment reports pertaining to the adjudication,** prior delinquent history **and the supervision plan. Other information may be provided as deemed necessary by the juvenile probation office unless restricted by a court order or other applicable law or regulation.**[\[4\]](#)[\[5\]](#)

Upon receipt, the building principal or designee shall send a written acknowledgement to the juvenile probation office of the receipt of the information, including acknowledgement of the requirements and restrictions of the district regarding such information.[\[5\]](#)

The building principal **or designee shall** share this information with the student's teacher and the principal of another school to which the student may transfer. **The information shall be used for the limited purposes of protecting school district personnel and students, and arranging for appropriate counseling and education for the student.**[\[4\]](#)[\[5\]](#)

The information may be used for school district disciplinary decisions only if: the student was under the supervision of the Board at the time of the incident; the act(s) took place within 1,500 feet of school district property; and the school district has complied with all other statutory, regulatory and constitutional provisions relative to the imposition of school district discipline.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

The information received from the juvenile probation office concerning an adjudicated student shall be maintained separately from the student's official school record.[\[4\]](#)[\[5\]](#)

Records Regarding Student Enrollment - Sworn Statement or Affirmation Related to Disciplinary Exclusions

Upon registration and prior to admission to the school district, the parent/guardian or person having charge of the student shall provide a **signed** sworn statement or affirmation stating whether the student previously was or presently is suspended or expelled from any public or private school for an offense involving weapons, alcohol or drugs; willful infliction of injury to another person; **sexual assault**; or any act of violence committed on **school district** property. The statement shall include the dates of suspension or expulsion and the name of the school from which the student was suspended or expelled for these reasons.[\[1\]](#)[\[8\]](#)[\[10\]](#)[\[11\]](#)

The sworn statement or affirmation shall include the signature of the parent/guardian or person having charge of the student and they shall be informed that any willful false statements concerning this registration shall be a misdemeanor of the third degree.[\[1\]](#)

This registration statement shall be maintained as part of the student's disciplinary record.

Transfer of Disciplinary Records

Transfer Into the District -

When a student transfers to a district school from another school district, a nonpublic school, or other school within this district, the district shall request a certified copy of the student's disciplinary record from the school from which the student is transferring. The sending school shall have ten (10) days from receipt of the request to provide the disciplinary record. This record shall be maintained as part of the student's disciplinary record and shall be available for inspection as required by law **and Board policy**.[\[2\]](#)[\[12\]](#)

Transfer From the District -

When a student transfers from a district school to another school district, a nonpublic school or other school within the district, the district shall transmit a certified copy of the student's disciplinary record within ten (10) days of receiving the request from the school to which the student has transferred. **A copy of the notice initially provided by the juvenile probation office to the district shall also be provided to the school to which the student has transferred.**[\[5\]](#)

The building principal or designee shall maintain a log of all individuals from other school districts to whom this information is subsequently provided, and shall inform the juvenile probation office upon providing this information to officials from other schools outside the district.[\[5\]](#)

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Legal

[1. 24 P.S. 1304-A](#)

[2. 24 P.S. 1305-A](#)

[3. 24 P.S. 1307-A](#)

[4. 42 Pa. C.S.A. 6341](#)

[5. 237 PA Code Rule 163](#)

6. Pol. 113.1

7. Pol. 218

8. Pol. 218.3

9. Pol. 233

[10. 24 P.S. 1318.1](#)

11. Pol. 200

12. Pol. 216

[20 U.S.C. 1232g](#)

[20 U.S.C. 7118](#)

Pol. 113.4



Book	Policy Manual
Section	200 Pupils
Title	Students Experiencing Homelessness, Foster Care and Other Educational Instability
Code	251
Status	Second Reading

Purpose

The Board recognizes the challenges encountered by students experiencing homelessness, foster care and other educational instability. The Board is committed to facilitating the immediate enrollment; eliminating barriers to the attendance, education and graduation; and providing additional supports in compliance with federal and state laws, regulations and Board policy, for such students.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]](#)

Authority

The Board directs the district to collaborate with **school district** staff, other school districts, local agencies and other entities in supporting the needs of students experiencing educational instability.

The Board shall ensure that students experiencing educational instability have equal access to the same educational programs, activities and services provided to other district students.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

The Board authorizes the Superintendent to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment and attendance of students experiencing educational instability. Such waivers include, but are not limited to, requirements regarding:[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

1. Dress code.[\[9\]](#)
2. Transportation.[\[10\]](#)
3. **School District**-sponsored or extracurricular activities for which students meet placement and qualification requirements, including, but not limited to, clubs, athletics, performing arts, class trips, social events, career and technical education, internships and specialized classes.[\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]\[17\]](#)
4. Fees related to **school district**-sponsored or extracurricular activity participation fees, and other fees including, but not limited to, **school district** identification (badges, cards, etc.), uniforms, materials, lost or damaged items, athletic physical exams, parking or driving, food services, library, locker or padlock rental or replacement, summer school or credit recovery, technology and graduation regalia.[\[9\]\[13\]\[14\]\[15\]\[18\]\[19\]\[20\]\[21\]\[22\]](#)

5. Graduation.[19]

6. Registration deadlines.

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on their status as a student experiencing educational instability.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[4]

1. Homelessness.[1][3][7]
2. An adjudication of:[23][24]
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply.[25]

Enroll or Enrollment means attending classes and participating fully in school district activities.[26]

Additional costs means the difference between what the district spends to transport a resident student to the student's assigned school and the cost to transport a child in foster care to the child's school of origin.

Foster care means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption or whether there is federal matching of any payments that are made.[25]

Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence, and includes:[26]

1. Children and youths who are:
 - a. Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals;

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;
4. Migratory children who qualify as homeless because they are living in circumstances described above; and
5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is the school in which the student experiencing educational instability was last enrolled.

- The school of origin for a *homeless child or youth* - the last school in which the homeless child or youth was enrolled when permanently housed or the school in which the homeless child or youth was last enrolled, including preschool.[\[27\]](#)
- The school of origin for a *child in foster care* - the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin is the school the child is attending immediately prior to each change in placement.[\[8\]](#)
- When the homeless child or youth, or child in foster care, completes the final grade level served by the school of origin, the school of origin shall become the designated receiving school at the next grade level for all feeder schools.

Unaccompanied youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.[\[26\]](#)

Delegation of Responsibility

The Board designates the

☒ Superintendent or designee

☐ Assistant Superintendent

☐ Federal Programs Coordinator

☐ Home and School Visitor

☐ Director of Student Services

☐ Homeless Child or Youth Liaison

☐ (Other) _____

to serve as the district's point of contact for students experiencing educational instability.[\[4\]](#)[\[5\]](#)[\[27\]](#)

The name and contact information of the district's point of contact shall be included in the student's education records and provided to the student's education decision maker.[\[4\]](#)

The district's point of contact shall ensure outreach and coordination with the following, as appropriate to each individual student's needs:[\[4\]](#)[\[5\]](#)[\[27\]](#)

1. Local children and youth agency to:
 - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements;
 - b. Develop a protocol on how to make best interest determinations; and
 - c. Develop and coordinate transportation procedures.
2. Other local service agencies and entities that provide services to students experiencing educational instability.
3. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
4. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.[\[11\]](#)[\[28\]](#)
5. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's point of contact, in consultation with the school district counselor, school district social worker, home and school visitor or school district psychologist and the student's Individualized Education Program (IEP) team or Section 504 Team, shall:[\[4\]](#)

1. Facilitate the student's expedited consultation with the school district counselor or other mental health professionals, as appropriate.
2. Facilitate the prompt placement of the student in appropriate courses.
3. Connect the student with educational services that meet the student's specific needs.
4. Immediately request the prior school entity, county agency and the student's education decision maker to provide the complete student information and records, including an IEP or Section 504 service agreement, if applicable. Within ten (10) business days, the prior school entity located within Pennsylvania, including schools with residential placements, shall provide the requested information and records to ensure proper transfer of course credits, grades and an IEP or Section 504 service agreement, if applicable.
5. Develop and execute a graduation plan in collaboration with the student in grades nine (9) through twelve (12). The graduation plan shall be customized to meet the specific needs of the student and shall detail the courses necessary for on-time graduation and transition to postsecondary education or the workforce. The graduation plan shall be included in the student's education records.

Additional Responsibilities to Support Homeless Students -

The district's point of contact shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[\[27\]](#)

The district's point of contact shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[27]

Training

The district's point of contact shall provide professional development and training to ~~school~~ district staff on the education needs of students experiencing educational instability.

Additional Training to Support Homeless Students -

The district's point of contact shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[27]

The district's point of contact shall arrange professional development programs for ~~school~~ district staff, including office staff.[27]

~~School~~ District personnel providing services to homeless children and youths, including ~~school~~ district enrollment staff, shall receive professional development and support to:[27]

1. Improve Identification of homeless children and youths and unaccompanied youths;
2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and
3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.

Guidelines

Students enrolled in this district experiencing educational instability shall be provided support and services, as appropriate to each individual student's needs, in accordance with Board policy.[4]

Minimal documentation shall be required for a student experiencing educational instability to qualify for supports and services. Information used to determine that a student is experiencing educational instability may be confirmed verbally, in writing or by another manner by shelter providers, outreach workers, case managers, juvenile probation officers and others.

Parents/Guardians and students have the authority to determine what information shall be shared with the district.

Information related to the student's educational instability status shall be confidential and disclosed by the point of contact or other administrators only to other ~~school~~ district staff who have a legitimate need to know unless authorized by the student or parent/guardian.[29][30]

Enrollment

Except when an unaccompanied youth or the parents/guardians of a homeless youth request otherwise, it shall be presumed that a student experiencing educational instability shall continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.[5][27]

In accordance with the homeless child's or youth's best interest, the district shall continue to enroll a homeless student in the student's school of origin within the district while the student remains homeless and through the end of the academic year in which the student obtains permanent housing.[27]

An unaccompanied youth or the parents/guardians of a homeless student may request enrollment in any grade-appropriate school within the district regardless of the district attendance area where the student is actually living or a school of origin in another district.[27]

The district's point of contact shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where the student will be enrolled.[27]

Best Interest Determination -

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders and established local procedures.

In making a best interest determination, the district shall:[5][27]

1. In the case of a homeless child or unaccompanied youth, give priority to the request of the parent/guardian or unaccompanied youth.
2. Consider student-centered factors related to impact of mobility on achievement, education, appropriateness of the current educational setting, health and safety, and proximity to living arrangements including foster care placement.

The cost of transportation shall not be used as a factor in the best interest determination.

Documentation related to the best interest determination shall be maintained in the student's education record.[29][30]

Timeliness of Enrollment -

When a school receives a student experiencing educational instability, the school shall immediately enroll the student and begin instruction, even if:[4][5][7][29][30][31][32][33][34][35]

1. The student is unable to produce records normally required for enrollment.[27][31]
2. The application or enrollment deadline has passed.[27][31][32]

The district's point of contact shall immediately contact the school last attended by the student to obtain relevant academic or other records.[27]

The district may require a parent/guardian to submit contact information.

Grade Level Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district may administer tests or utilize appropriate means to determine the student's assignment within the school district.[36]

Dispute Resolution

If a dispute involving a student experiencing educational instability arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy, unless otherwise stated below.[37]

Dispute Resolution for Homeless Students -

If the district determines that it is not in the student's best interest to attend the school of origin or the school requested by the unaccompanied youth or parent/guardian, the district shall provide the unaccompanied youth or parent/guardian with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the unaccompanied youth or parent/guardian and shall include information regarding the right to appeal.[\[27\]](#)

If a dispute arises over eligibility, enrollment or school selection:[\[27\]](#)

1. The parent/guardian or unaccompanied youth shall be referred to the district's point of contact, who shall assist in the dispute resolution process.
2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
3. The district's point of contact shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

A parent/guardian or unaccompanied youth may file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

Dispute Resolution for Students in Foster Care -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in their school of origin, pending resolution of the dispute.[\[2\]](#)

☒ Students Discharged From Foster Care

A student who has been discharged from foster care may be permitted to finish the [\[38\]](#)

☐ school year

☒ semester

in this district, if appropriate,

☐ with payment of tuition.

☒ without payment of tuition.

Education Records

Information about a student's educational instability shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[\[29\]](#)[\[30\]](#)[\[39\]](#)

The district may disclose personally identifiable information from the education records of a student without written consent of the parent/guardian or the eligible student if the disclosure is:[\[29\]](#)[\[30\]](#)[\[39\]](#)

1. To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.
2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student's case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally

responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student's education records.

Comparable Services

Students experiencing educational instability shall be provided services comparable to those offered to other district students including, but not limited to: [\[3\]](#)[\[27\]](#)[\[40\]](#)

1. Transportation services.[\[10\]](#)
2. School nutrition programs.[\[21\]](#)
3. Career and technical education.[\[12\]](#)
4. Educational programs for which the student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs.[\[41\]](#)
 - b. Programs for English Learners.[\[42\]](#)
 - c. Programs for students with disabilities.[\[11\]](#)
 - d. Programs for gifted and talented students.[\[16\]](#)
5. { } Preschool programs.

Transportation for Homeless Students -

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the district.[\[3\]](#)[\[10\]](#)[\[27\]](#)

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[\[27\]](#)

Transportation for Students in Foster Care -

The district shall ensure that children in foster care needing transportation to their school of origin promptly receive transportation in a cost-effective manner.[\[6\]](#)[\[10\]](#)

To ensure that transportation for children in foster care to their school of origin is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[\[6\]](#)

The transportation plan shall address the following:[\[6\]](#)

1. The procedure the district and local children and youth agency will follow to provide transportation for children in foster care in a cost-effective manner and in accordance with applicable law.[\[8\]](#)
2. How transportation costs will be covered if additional costs are incurred. Options include:
 - a. The local children and youth agency agrees to reimburse the district;

- b. The district agrees to pay for the cost;[6]
 - c. The district and the local children and youth agency agree to share the costs; or
 - d. The district of origin, the district of foster residence, and the placing children and youth agency agree to share the costs.
3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student's ability to remain in the school of origin during the dispute resolution process.

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students.

Course Credit and Graduation

The district shall ensure that each student experiencing educational instability in grades nine (9) through twelve (12) is provided with a graduation plan to facilitate the student's timely graduation. The graduation plan shall specify the courses and other requirements necessary for the student to graduate. The district's efforts to ensure that the student experiencing educational instability graduates in a timely manner may include:[4][5][6]

1. Waiving a specific course required for graduation if similar coursework has been satisfactorily completed in another school entity or the student has demonstrated competency in that content area. Evidence as to whether coursework has been satisfactorily completed and the amount of full or partial credit assigned, may be determined through any of the following:[4][19]
 - a. Competency demonstration, which could include, but is not limited to:
 - i. Submission of an essay, presentation or project.
 - ii. Recognition that the student has already successfully completed a higher-level course, an experiential learning opportunity or internship that demonstrates competence in the content area.
 - b. Performance on an examination.
 - c. Successful completion of a career and technical education course.
 - d. Other evidence or method determined appropriate by the district.
2. If a specific course requirement cannot be waived, the district shall provide an alternative or modified course of study that is currently offered to students and that will assist the student with acquiring the required work or competency requirements by the anticipated graduation date.
3. If, after considering full and partial course credits, waiving courses or providing alternative courses of study, the district determines that the student meets the established graduation requirements, the student shall be allowed to participate in the graduation ceremony and graduate with their peers.

If the student is determined not eligible for graduation, the district may request a high school diploma from the prior school entity. The prior school entity may issue a diploma if the student meets the prior school entity's graduation requirements.

Keystone Diploma –

In any school year for which demonstration of proficiency on a Keystone exam is required for graduation, a student who has successfully satisfied the graduation requirements may obtain a secondary school diploma known as the Keystone Diploma from the PA Department of Education, if both of the following provisions apply:[\[4\]](#)[\[43\]](#).

1. All other graduation options have been exhausted.
2. The student is unable to obtain a diploma from the student's prior or receiving school entity.

The district's point of contact shall assist the student in determining the student's eligibility for a Keystone Diploma and, if eligible, obtaining the Keystone Diploma from the PA Department of Education.[\[4\]](#)[\[43\]](#)

Students with Disabilities –

Students experiencing educational instability who have an IEP shall maintain the right to special education and the right to graduate either through attainment of credits or through the completion of the goals established in their IEP, **in accordance with applicable law, regulations, Board policy, administrative regulations and state guidance.**[\[11\]](#)[\[19\]](#)

PSBA Revision 7/23 © 2023 PSBA**Legal**

- [1. 22 PA Code 11.18](#)
- [2. 24 P.S. 1305](#)
- [3. 24 P.S. 1306](#)
- [4. 24 P.S. 1331.1](#)
- [5. 20 U.S.C. 6311](#)
- [6. 20 U.S.C. 6312](#)
- [7. 42 U.S.C. 11431 et seq](#)
- [8. 42 U.S.C. 675](#)
9. Pol. 221
10. Pol. 810
11. Pol. 113
12. Pol. 115
13. Pol. 121
14. Pol. 122
15. Pol. 123
16. Pol. 114
17. Pol. 231
18. Pol. 124
19. Pol. 217
20. Pol. 223
21. Pol. 808

22. Pol. 110

[23. 23 Pa. C.S.A. 6301 et seq](#)

[24. 42 Pa. C.S.A. 6301 et seq](#)

[25. 45 CFR 1355.20](#)

[26. 42 U.S.C. 11434a](#)

[27. 42 U.S.C. 11432](#)

28. Pol. 103.1

29. Pol. 113.4

30. Pol. 216

31. Pol. 200

32. Pol. 201

33. Pol. 203

34. Pol. 204

35. Pol. 209

36. Pol. 206

37. Pol. 906

38. Pol. 202

[39. 20 U.S.C. 1232g](#)

40. Pol. 146

41. Pol. 918

42. Pol. 138

[43. 24 P.S. 121](#)

[20 U.S.C. 6301 et seq](#)

[22 PA Code 403.1](#)

[34 CFR Part 99](#)

[67 Fed. Reg. 10698](#)

PA Education for Homeless Children and Youth State Plan

[Basic Education Circular, August 1, 2022: Act 1 of 2022 - Assisting Students Experiencing Education Instability](#)

Ensuring Educational Stability for Foster Care Youth - Transportation Plan Guide



Book	Policy Manual
Section	800 Operations
Title	Acceptable Use of Internet, Computers and Network Resources
Code	815
Status	First Reading
Adopted	May 16, 2022

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.[\[2\]](#)

Computer - for purposes of this policy, district computers include any electronic device owned or leased by the district that has the capability to create, play or edit text, audio and video data; transmit or receive messages, text, data or images; operate software or online applications; or provide a wired or wireless connection to the internet.

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 district internet, 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, access, 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 on district computers and network resources; monitor fileserver space and file storage 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 list of subject areas as inappropriate matter, in addition to those stated in law and defined in this policy, that are inappropriate for access by minors which should not be accessed 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]
7. Hate Speech

The district reserves the right to restrict access to any Internet sites or network functions it deems inappropriate through established Board policy, or the use of software and/or online server blocking/filtering. Specifically, the district operates and enforces a technology protection measure(s) that blocks or filters access to inappropriate matter by minors on its computers and network resources used and accessible to adults and students. The technology protection measure shall be enforced during use of computers and network resources 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 adjustment of technology protection measures to enable access to material that is blocked or filtered 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 adjustment of technology protection measures to enable access for bona fide research or for other lawful purposes. Written permission from the parent/guardian is required prior to disabling adjusting Internet blocking/filtering software adjustment of technology protection measures 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 and tracking systems to track and recover lost or stolen equipment.

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, and may consult with the Superintendent or designee and the district solicitor when necessary.

The Superintendent or designee shall be responsible for recommending technology and developing procedures used to determine whether the district's computers and network resources 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 on district computers and network resources.

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

District computers and network accounts shall be used only by the authorized owner user of the computer or 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 building administrator or other appropriate district staff. Network users shall not reveal personal information to other users on the network or internet, 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, social networking websites 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 or which have been designated as inappropriate matter in Board policy.

Prohibitions

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

1. Facilitating illegal activity.
2. Commercial or for-profit purposes.
3. Product advertisement or political lobbying.
4. Bullying/Cyberbullying.[12][17]
5. Hate mail, discriminatory remarks, harassment and offensive or inflammatory communication.
6. Unauthorized or illegal installation, distribution, reproduction, or use of copyrighted materials.
7. Accessing, sending, receiving, transferring, viewing, sharing or downloading obscene, pornographic, lewd, or otherwise illegal materials, images or photographs.[18]
8. Access by students and minors to material that is harmful to minors or is determined inappropriate for minors in accordance with Board policy.
9. Inappropriate Vulgar language or profanity.
10. Transmission of material likely that a reasonable person would know to be offensive or objectionable to recipients.
11. Intentional obtaining or modifying of files, passwords, and data belonging to other users.
12. Impersonation of another user, anonymity, and pseudonyms.
13. Fraudulent copying, communications, or modification of materials in violation of copyright laws.[19]
14. Loading or using accessing of unauthorized games, programs, files, or other electronic media.
15. Disruption of the work of other users.
16. Destruction, modification, abuse or unauthorized access to network hardware, software, systems and files.

17. Accessing the Internet, district computers or other network resources without authorization.
18. Disabling, adjusting or bypassing the Internet blocking/filtering software technology protection measure(s) without authorization.
19. Accessing, sending, receiving, transferring, viewing, sharing, deleting or downloading confidential information without authorization.

Security

System security is protected through the use of passwords and/or encryption and district security procedures. 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 and other authorized users 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 user.
3. Any user identified as a security risk or having a history of problems with other computers or network systems may be denied access to the district computers and network resources.

Copyright

The illegal use of copyrighted materials is prohibited. Any data uploaded to or downloaded from the network or Internet 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 authorized users publishing content on the district website shall receive appropriate training and 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.

Accessibility –

District staff who maintain district websites and web pages shall post content which is accessible to individuals with disabilities, to the same extent that it is available to other users, based on the needs of the individuals and limitations of the platform. This shall include, but is not limited to:[9][10][13][30][31][32]

1. Including alternate text descriptions or captions for images.
2. Including captions for video content.
3. Avoiding text that is posted as an image or conveyed using only color cues.

4. **Creating links and attachments in formats that are accessible to screen readers and other assistive technology, and may be accessed through keyboard or speech navigation.**
5. **Formatting text so that it is accessible to screen readers and other assistive technology, and may be accessed through keyboard or speech navigation.**

All district websites shall contain clear contact information that may be used by members of the public to request accommodations or assistance.

Consequences for Inappropriate Use

~~The network user~~ Users of district computers and network resources shall be responsible for damages to the equipment, systems, platforms and software resulting from deliberate or willful acts. [14]

Illegal use of the district computers and network resources; 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 and Board policies for behavior and communications apply when using the district computers, network resources and Internet, in addition to the stipulations of this policy.

Vandalism shall result in loss of access privileges, disciplinary action, and/or referral to legal proceedings authorities. **Vandalism** is defined as any malicious attempt to harm or destroy data of another user, district computers, the 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 referral to legal proceedings authorities. [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](#)

[24 P.S. 4601 et seq](#)

[18 Pa. C.S.A. 2709](#)

Pol. 220



Book	Policy Manual
Section	800 Operations
Title	Suicide Awareness, Prevention and Response
Code	819
Status	First Reading

Purpose

The Board is committed to protecting the health, safety and welfare of its students and the school community; **promoting healthy development; and safeguarding against the threat or attempt of suicide.** This policy supports the provision of a comprehensive district program **of education, training and resources** designed to promote **school connectedness and** behavioral health, and prevent suicide.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Authority

The Board directs the district to provide education on youth suicide awareness and prevention; methods of prevention, intervention and response to suicide attempt or suicide; **and reporting procedures.**[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

The district is committed to providing access to age and developmentally-appropriate youth suicide awareness and prevention supports and resources to all district students, without bias or discrimination.[\[2\]](#)[\[3\]](#)

The district shall notify employees, students and parents/guardians of this policy and shall post the policy on the district's website.[\[1\]](#)

Definitions

Behavioral health - the emotion, behaviors and biology related to a person's mental well-being, their ability to function in everyday life and their concept of self.

Behavioral service providers – include, but are not limited to, state, county or local behavioral health service providers, crisis intervention center or psychiatric hospital. The term includes a private service provider which contracts with a state, county or local government to act as a behavioral health agency.[\[4\]](#)[\[7\]](#)

Bias – the attitudes or beliefs we have about a person or group that affect our understanding, actions and decisions in a conscious or subconscious manner.[\[4\]](#)

Individualized Management Plan – a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team's attention, as well as the resources and supports a student might need based on the information gathered during the assessment. The Individualized Management Plan is developed primarily for documentation and communication purposes.[\[4\]](#)

Postvention – a multi-component crisis response to provide support, promote healing after a tragic loss and to minimize risk of contagion after a suicide.

Prevention - refers to efforts that seek to reduce the factors that increase the risk for suicidal thoughts and behaviors and increase the factors that help strengthen, support and protect the behavioral health and wellness of individuals.

Protective factors - refer to characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor's impact. Protective factors may be seen as positive countering events.

Resilience - the process of adapting well in the face of adversity, trauma, tragedy, threats or significant sources of stress, or "bouncing back" from difficult experiences.

Risk factors - refer to characteristics at the biological, psychological, family, community or cultural level that precede and are associated with a higher likelihood of negative outcomes, including suicide.

Safety Plan – an agreement developed between the student, parent/guardian, appropriate team members and behavioral health professionals, following a suicide screening or assessment, that documents communications, conveys an understanding of the seriousness of the student's distress and provides a set of skills and resources the student can use in a crisis.

School connectedness - the belief by students that adults and peers in the school district care about their learning as well as about them as individuals.

School District personnel – include, but may not be limited to, administrators, teachers, school-based behavioral health professionals (e.g., school counselor, school district psychologist, school district social worker), paraprofessionals, support staff, coaches, bus drivers, custodians and cafeteria workers.

Self-harm – behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Self-harm behaviors can be either suicidal or nonsuicidal.

Suicide - death caused by self-directed injurious behavior with intent to die as a result of the behavior.

Suicide attempt - a potentially self-injurious behavior for which there is evidence that the person had at least some intent to kill themselves.

Suicide threat - a verbal or nonverbal communication that an individual intends to harm themselves with the intention to die but has not acted on the behavior.

Threat assessment – a fact-based process for the assessment of and intervention with students whose behaviors may indicate a threat to the safety of the student, other students, school district employees, school district facilities, the community or others.
[4]

Warning signs - evidence-based indicators, often observable, that someone may be in danger of suicide, either immediately or in the very near future.

Delegation of Responsibility

The Superintendent or designee, in collaboration with designated school district personnel, shall develop administrative regulations regarding the district's protocols for response to suicide threats, suicide attempts and suicide.

Guidelines

SUICIDE AWARENESS AND PREVENTION EDUCATION^[1]

Suicide Awareness and Prevention Education for Students

Students shall receive age **and developmentally**-appropriate, **student-centered lessons** on the importance of safe and healthy choices, coping strategies **focused on resiliency**, how to recognize risk factors and warning signs, as well as help-seeking strategies for self or others, including how to engage school district resources.

These lessons shall be integrated into the curriculum of health classes and other classes as appropriate. The lessons may be taught by health and physical education teachers, classroom teachers, student services staff or community service providers.

{ } Programming related to suicide prevention shall be delivered in small group or classroom settings; not in a large group or auditorium setting.

{ } District staff shall provide resources and access to counseling staff for students participating in programming, who may struggle with the topic of suicide prevention.

Lessons shall **contain information on comprehensive health and wellness, including emotional, behavioral and social skills development by:**

1. **Informing** students about broader behavioral health issues such as depression and substance **use**, as well as specific risk factors, protective factors and warning signs for suicide.
2. **{ } Encouraging** students to seek help for themselves or their peers, including when concerns arise via social media or other online forum, and to avoid making promises of confidence when they are concerned about the safety of a peer **or other individual**.
3. **{ } Adhering** to safe and effective messaging guidelines, **avoiding** graphic testimonials and **including research-based** suicide prevention resources.
4. **{ } Promoting** a healthy school climate where students feel connected to and can identify trusted adults in the building.
5. **{ } Providing local, state and/or national resources for seeking help.**

Suicide Awareness and Prevention Education for School District Personnel

All school district personnel shall receive **written** information about the **district's protocols for suicide awareness and prevention, including** risk factors, warning signs, response and communication procedures, referrals and resources.

{ } School District personnel shall also receive information regarding strategies to enhance protective factors, resilience and school connectedness.

As part of the district's professional development plan, professional educators in school district buildings serving students in grades six (6) through twelve (12) shall participate in a minimum of four (4) hours of youth suicide awareness and prevention training every five (5) years.^{[1][8][9]}

{ } The district shall make required training and refresher training available on an ongoing basis, so that educators may fulfill training requirements throughout the required timeframe.

{ } The district may also require training of professional staff in grades K-5, as well as ancillary **school district**-wide staff, and may increase the training requirement.

School District safety and security training for employees may include suicide awareness.[9]

Additional professional development in suicide risk screening and/or assessment and crisis intervention shall be provided to specialized staff and **school district** behavioral health professionals such as **school district** crisis response/intervention team members, **threat assessment team members**, designated administrators, **school district** counselors, **school district** psychologists, **school district** social workers and **school district** nurses.

{ } Resources for Parents/Guardians

{ } The district **shall** provide parents/guardians with resources including, but not limited to, health promotion and suicide risk, including characteristics and warning signs, and information about local, **state and national** behavioral health resources.

METHODS OF PREVENTION[1]

The district shall utilize a multifaceted approach to suicide prevention which integrates **school district** and community-based supports.

The methods of prevention utilized by the district include, but are not limited to, **education, training and awareness**; early identification and support for students at risk; and delegation of responsibility for planning and coordination of suicide prevention efforts.

Information received in confidence from a student may be revealed to the student's parents/guardians, the building principal, **the threat assessment team and/or crisis response/intervention** team or other appropriate authority when the health, welfare or safety of the student or any other person is clearly in jeopardy, **in accordance with applicable law, regulations and Board policy**. [4][10][11][12][13][14][15]

Suicide Prevention Coordinators

District-Wide -

A district-level suicide prevention coordinator shall be designated by the Superintendent **or designee**. This may be an existing district employee. The district suicide prevention coordinator shall be responsible for planning and coordinating implementation of this policy.

Building-Level -

Each building principal shall designate a school suicide prevention coordinator to act as a point of contact in each school for issues relating to suicide prevention and policy implementation. This may be an existing district employee.

{ } , who may also be a member of the threat assessment team.[4]

Early Identification Procedures

Early identification of individuals with warning signs or suicide risk factors **that appear to adversely impact the student** is crucial to the district's suicide prevention efforts. To promote awareness, **school district personnel**, students and parents/guardians should be educated

about suicide risk factors and warning signs.

Referral Procedures

Any **school district personnel** who observes a student exhibiting a warning sign for suicide, or **who** has another indication that a student may be contemplating suicide, shall **immediately** refer the student for suicide risk screening and/or assessment and intervention in accordance with **Board policy and** district procedures.[4][15][16]

In the absence of a warning sign for suicide, students demonstrating suicide risk factors that appear to be adversely impacting the student, **or other indications of self-harm**, should be referred to **an appropriate team or staff member (e.g., principal, school district counselor, Student Assistance Program team)** for support and follow-up.

When a student's behavior indicates a threat to the safety of the student, school district personnel shall report the student to the threat assessment team, an appropriate member of the team or the suicide prevention coordinator. The threat assessment team, crisis response/intervention team and designated staff responsible for conducting or arranging suicide risk screening and assessment shall coordinate to provide assessment and intervention in accordance with Board policy and district procedures.[4][15][16][17]

School District personnel shall arrange for or provide continuous adult supervision to ensure the student's safety.

Safe2Say Something

When the district receives a report through the Safe2Say Something program, members of the Safe2Say Something team shall coordinate with the appropriate emergency dispatch center(s), local law enforcement and/or district team, in accordance with district procedures.[9]

Documentation

The district shall document the referral, including specific **reasons** identified as indications that the student may be at risk.[4]

METHODS OF ASSESSMENT AND INTERVENTION[1]

The methods of **assessment and** intervention utilized by the district include, but are not limited to, responding to threats **of suicide or self-harm**, suicide attempts in school, suicide attempts outside of school and suicide.

The district shall maintain a trained school district crisis response/intervention team. Team members may include, but not be limited to, designated administrators, school district counselors, school district nurse, school district psychologist, social worker, school district security personnel, members of the Student Assistance Program team and others as designated by the district such as community behavioral health agency resources.

{ } The district's threat assessment team shall serve as a crisis response/intervention team, and may coordinate with district behavioral health staff and community behavioral health agency resources as needed.[4]

The Superintendent or designee shall establish administrative regulations for coordination of appropriate teams and staff in suicide assessment and intervention.

Suicide intervention procedures shall involve collaboration and coordination with the student, the parent/guardian, suicide prevention coordinator, the threat assessment team and/or the crisis response/intervention team and additional support services as needed.

Student Assessment and Intervention

When a student has been referred for assessment, designated members of the threat assessment team and/or crisis response/intervention team shall coordinate with appropriate behavioral health staff to assess and respond to the student's behavior, which may include development or update of an Individualized Management Plan and/or Safety Plan, where appropriate, in accordance with Board policy and administrative regulations.[4]

A district-approved suicide risk screening or assessment tool may be used by trained behavioral health staff such as **school district** counselors, psychologists or social workers.

Parents/Guardians of a student identified as being at risk of suicide shall be notified by the **building principal or designee** and informed of crisis and community resources. If the **school district** suspects that the student's risk status is the result of abuse or neglect, **school district** staff shall immediately notify Children and Youth Services, **in accordance with applicable law and Board policy.[4][6]**

The district shall identify **and develop agreements with** behavioral service providers to whom students **may** be referred for further suicide risk screening and/or assessment and **intervention.**

If the student **has been** identified as being at increased risk of suicide, the district shall **develop** a new, or update a previous, Safety Plan to support the student and the student's family. The Plan should be developed collaboratively with input from the student, **the student's parents/guardians, appropriate team members and behavioral health professionals.**

Students With Disabilities

For students with disabilities who are identified as being at risk for suicide or who attempt suicide, the **team receiving the referral or other district staff shall notify the appropriate Individualized Education Program (IEP) team or Section 504 team to** address the student's needs in accordance with applicable law, regulations and Board policy.[3][4][18][19][20][21]

If a student is identified as being at risk for suicide or attempts suicide and the student may require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy.[3][18][19][20][21]

Documentation

The district shall document observations, recommendations and actions conducted throughout the course of intervention, suicide risk screening and/or assessment and follow-up, including verbal and written communications with students, parents/guardians, **appropriate team members** and behavioral service providers.[4]

METHODS OF RESPONSE TO SUICIDE ATTEMPT OR SUICIDE[1]

The district's crisis response/intervention team shall coordinate with first responders, district behavioral health staff and/or community behavioral health resources in response to a suicide attempt or suicide.

Response to Suicide Attempt

Methods of response to a suicide attempt utilized by the district include, but are not limited to:

1. **Acting in accordance with professional development and crisis response training including, but not limited to:**
 - a. **The rendering of first aid until professional medical services and/or transportation can be received.**
 - b. **Supervision of the student and movement of all other students out of the immediate area.**
2. **Coordinating with the threat assessment team to document or follow up on the threat assessment process, in accordance with Board policy, where applicable.[4]**
3. Notifying students, employees and parents/guardians.
4. Working with families.
5. Responding appropriately to the media.
6. Collaborating with community providers.

Re-entry Procedures

A student's excusal from school attendance after a behavioral health crisis and the student's return to school shall be consistent with state and federal laws and regulations, **and in accordance with Board policy.**[3][18][19][20][22][23]

Prior to a student returning to school after a behavioral health crisis, a district-employed behavioral health professional, **member(s) of the threat assessment team**, the building principal **or designee** shall meet with the parents/guardians of the student and, if appropriate, meet with the student to **discuss** the **student's return** to school and to create an individual re-entry plan.[4]

When authorized by the student's parent/guardian, the designated district employee shall coordinate with the appropriate outside behavioral **service** providers, request **releases of information** and written documentation from the treating facility and encourage their involvement in the re-entry **process**.

A school district behavioral health professional shall periodically check in with the student **and** monitor the student's **re-entry plan, which may include strategies and supports to facilitate the student's progress and** transition back into the school community, **including referrals to other school district-based teams or programs (e.g. Student Assistance Program).**

Re-entry of a student with a disability requires coordination with the appropriate team to address the student's needs in accordance with applicable law, regulations and Board policy.[3][18][19][20][21]

Response to Suicide (Postvention)

Upon confirmation of a suicide, the district shall immediately implement established postvention procedures which shall include methods for informing the school community; identifying and monitoring at-risk youth; and providing resources and supports for students, staff and families.

DOCUMENTATION PROCEDURES[1]

Effective documentation assists in preserving the safety of the student and ensuring communication among **school district** staff, parents/guardians and behavioral service providers.

When **school district personnel** take notes on any conversations or situations involving or relating to an at-risk student, the notes should contain only factual or directly observed information, not opinions or hearsay.

As stated in this policy, **school district personnel** shall be responsible for effective documentation of incidents involving suicide prevention, intervention and response, **in accordance with applicable laws, regulations and Board policy.**[4]

Reports and information shall be maintained confidentially and made available to appropriate district staff in accordance with applicable laws, regulations and Board policy.[4][11][12][13][14][24][25]

SUICIDE AWARENESS, PREVENTION AND CRISIS RESOURCES[1]

Crisis Resources:

- National Suicide & Crisis Lifeline: 988 or visit <http://988lifeline.org>
- National Suicide Prevention Lifeline: **1-800-273-TALK (8255)** or visit <http://www.suicidepreventionlifeline.org/>
- Crisis Text Line: **TEXT 741741** or visit <http://www.crisistextline.org/>

National:

- [**Centers for Disease Control and Prevention – Risk and Protective Factors**](#)
- [**Suicide Prevention Resource Center – Risk and Protective Factors**](#)
- [**Substance Abuse and Mental Health Services Administration \(SAMHSA\) Preventing Suicide: A Toolkit for High Schools**](#)
- Suicide Prevention Resource Center - [**Safe and Effective Messaging for Suicide Prevention**](#)
- Suicide Prevention Resource Center - [**After a Suicide Toolkit**](#)
- [**Recommendations for Reporting on Suicide**](#)

Pennsylvania:

- [**Suicide Prevention Task Forces**](#) - groups of dedicated individuals that are committed to reducing the number of suicides and offering support to those who have been touched by suicide within their communities/counties in Pennsylvania.
- [**Suicide Prevention Guide**](#)
- [**List of Crisis Intervention contact information by county**](#)
- [**List of County CASSP and Children's Behavioral Health Contact Persons**](#)
- [**Prevent Suicide PA's Act 71 Information**](#)
- [**STAR Center's Postvention Manual**](#)

National and State Organizations

National:

- [**American Association of Suicidology \(AAS\)**](#)
- [**American Foundation for Suicide Prevention \(AFSP\)**](#)
- [**Suicide Prevention Resource Center \(SPRC\)**](#)

Pennsylvania:

- [**Prevent Suicide PA**](#)

- [Jana Marie Foundation](#)
- [Aevidum](#)
- [Services for Teens at Risk \(STAR-Center\)](#)
- [Pennsylvania Department of Education](#)
- [Pennsylvania Network for Student Assistance Services \(PNSAS\)](#)

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Legal

[1. 24 P.S. 1526](#)

2. Pol. 103

3. Pol. 103.1

4. Pol. 236.1

5. Pol. 249

6. Pol. 806

[7. 24 P.S. 1301-E](#)

8. Pol. 333

9. Pol. 805

[10. 22 PA Code 12.12](#)

[11. 20 U.S.C. 1232g](#)

[12. 34 CFR Part 99](#)

13. Pol. 207

14. Pol. 216

15. Pol. 236

16. Pol. 146

[17. 24 P.S. 1302-E](#)

18. Pol. 113

19. Pol. 113.2

20. Pol. 113.3

21. Pol. 114

22. Pol. 117

23. Pol. 204

24. Pol. 113.4

25. Pol. 209

Pol. 146.1

Pol. 816

Pol. 911