



AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Facility Staffing Agreement (hereinafter "Agreement") is entered into this 14th day of April, 2023, by and between **Shaler Area School District** located at 1800 Mt. Royal Blvd. Glenshaw, PA 15116, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 317 East Carson Street, Suite 430, Pittsburgh, PA 15219, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of August 5, 2015.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Service	Rate per hour
RN	\$60
LPN	\$55
PCA/Para	\$36
Behavior Tech	\$45
PT/OT	\$85
SLP	\$90
Special Education Teacher	\$75
School Psychologist	\$120
BCBA	\$120

The terms and conditions of this Amendment are effective as of April 14, 2023. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SHALER AREA SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Borough of Etna Police Department
(Law Enforcement Authority)

and

Shaler Area School District
(School Entity)

June 30, 2023

(Date)

I. Joint Statement of Concern

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding (hereinafter “Memorandum”): **Borough of Etna Police Department**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum: **Shaler Area School District**

- B.** The purpose of this Memorandum is to establish procedures to be followed when certain specific incidents - described in Section II below - occur on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus.
- C.** It is further the purpose of this Memorandum to foster a relationship of cooperation and mutual support between the parties hereto as they work together to maintain the physical security and safety of the School Entity. Thus, the School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate - to parents, students and the Family Policy Compliance Office - what circumstances led it to determine that a health or safety emergency existed and why the disclosure was justified.
- D. Priorities of the Law Enforcement Authority**
1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school

sponsored activity, including but not limited to a school bus. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.

2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist the School Entity in the prevention of the incidents described in Section II of this document.

E. Priorities of the School Entity

1. Create safe learning environments, which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students.
2. Establish and maintain cooperative relationships with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
3. Foster partnerships with the Law Enforcement Authority for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

F. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §§13-1301-A *et seq.* (hereinafter "Safe Schools Act"), requiring all school entities to develop a memorandum of understanding with local law enforcement which sets forth procedures to be followed when an incident involving an act of violence or possession of a weapon, as further specified in Section II of this document, by any person occurs on school property. Law enforcement protocols shall be developed in cooperation with local law enforcement and the Pennsylvania State Police. 24 P.S. §13-1303-A(c).
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

II. Notification of Incidents to Law Enforcement

A. Mandatory Notification

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 908 (relating to prohibited offensive weapons).
 - b. Section 912 (relating to possession of weapon on school property).
 - i. As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - ii. This reporting requirement does not apply to a weapon which is: (a) used, as part of a school-approved program, by an individual who is participating in the program; or (b)

an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.

- c. Chapter 25 (relating to criminal homicide).
 - d. Section 2701 (relating to simple assault).
 - e. Section 2702 (relating to aggravated assault).
 - f. Section 2706 (relating to terroristic threats).
 - g. Section 2709 (relating to harassment).
 - h. Section 2709.1 (relating to stalking).
 - i. Section 2901 (relating to kidnapping).
 - j. Section 2902 (relating to unlawful restraint).
 - k. Section 3121 (relating to rape).
 - l. Section 3122.1 (relating to statutory sexual assault).
 - m. Section 3123 (relating to involuntary deviate sexual intercourse).
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 - o. Section 3124.2 (relating to institutional sexual assault).
 - p. Section 3125 (relating to aggravated indecent assault).
 - q. Section 3126 (relating to indecent assault).
 - r. Section 3127 (relating to indecent exposure).
 - s. Section 3301 (relating to arson and related offenses).
 - t. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
 - u. Section 3502 (relating to burglary).
 - v. Section 3503(A) AND (B)(1)(V) (relating to criminal trespass).
 - w. Section 3701 (relating to robbery).
 - x. Section 3702 (relating to robbery of motor vehicle).
 - y. Section 5501 (relating to riot).
 - z. Section 6110.1 (relating to possession of firearm by minor).
2. The possession, use or sale of a controlled substance or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act."
 - a. As used in this Memorandum, "controlled substance" shall include the possession, use or sale of controlled substances as defined in the act of April 14, 1972 (P.L. 233, No. 64) known as "The Controlled Substance, Drug, Device and Cosmetic Act" (hereinafter "Drug Act") including, but not limited to, marijuana, cocaine, crack cocaine, heroin, LSD, PCP, amphetamines, steroids and other substances commonly known as "designer drugs." *See* 35 P.S. §§ 780-101 *et seq.*
 - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic syringes, needles and, depending on the circumstances, rolling papers, as well as all other equipment or materials utilized for the purpose of ingesting, inhaling, or otherwise introducing controlled substances into the body. *See* 35 P.S. § 780-102.
 3. Attempts, solicitation or conspiracy to commit any of the offenses listed in subsections (1) and (2).
 4. An offense for which registration is required under 42 Pa. C.S. § 9795.1 (relating to registration).
 5. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a person under 21 years of age. *See* 18 Pa. C.S. § 6308(a).

B. Discretionary Notification

The School Entity may report to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 2705 (relating to recklessly endangering another person).
 - b. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - c. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
 - d. Chapter 39 (relating to theft and related offenses).
 - e. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - f. Section 5503 (relating to disorderly conduct).
 - g. Section 6305 (relating to sale of tobacco).
 - h. Section 6306.1 (relating to use of tobacco in schools prohibited).

2. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (1).

C. Notification of the Law Enforcement Authority when incident involves children with disabilities

1. In accordance with 34 CFR 300.535 nothing will prohibit the school entity from reporting a crime committed by a child with a disability to the Law Enforcement Authority or will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
2. The school entity, when reporting a crime committed by a child with a disability, must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
3. The school entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Federal Educational Rights and Privacy Act (hereinafter "FERPA").
4. If someone other than the school entity has reported an incident, which results in the student's arrest, the school entity may as allowable under FERPA release the student's records.
5. Shaler Area School District's Special Education Plan addresses the requirements outlined in section "C" above.

D. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.

8. Injuries involved.
 9. Whether EMS or the Fire Department were notified.
 10. Identity of the school contact person.
 11. Identity of the witnesses to the incident, if any.
 12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.
- E. Additionally, in anticipation of the need for the Law Enforcement Authority to respond to incidents described herein, the School Entity shall furnish the Law Enforcement Authority with the following information:
- a. Blueprints or floor plans of the school buildings;
 - b. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads;
 - c. Location(s) of predetermined or prospective command posts;
 - d. Current teacher/employee roster;
 - e. Current student roster;
 - f. Current school yearbook;
 - g. School fire-alarm shutoff location and procedures;
 - h. School sprinkler system shutoff location and procedures;
 - i. Gas/utility line layouts and shutoff valve locations; and
 - j. Cable/satellite television shutoff location and procedures.

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority shall include:
1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 3. Incidents involving delayed reporting

- a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus, either after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the School Entity shall report the incident to the Law Enforcement Authority immediately upon its notification.
- b. If such incident is initially reported to the School Entity, the School Entity shall proceed as outlined in paragraphs II (A – C) above.
- c. If the incident is initially reported to the Law Enforcement Authority, Law Enforcement Authority shall proceed directly with its investigation and shall immediately notify the School Entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
 - a. the student has been placed under arrest;
 - b. the student is being placed under investigative detention;
 - c. the student is being taken into custody for the protection of the student; or
 - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

B. Notification of Parent or Guardian

1. Taking into consideration the totality of the circumstances, parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.

3. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. The Law Enforcement Authority does not need to secure parental permission to interview a victim.
- b. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. The Law Enforcement Authority does not need to secure parental permission to interview a witness to a reportable incident.
- b. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the expertise of the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the School Entity.

b. Custodial Interrogation

- i. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to interrogation by law enforcement authorities.
- ii. The School Entity shall cooperate with the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- iii. In the event an interested adult cannot be contacted, the School Entity shall defer to the policies, procedures and direction of the investigating Law Enforcement Authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.

4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a School Entity employee, contractor, or other person acting on behalf of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

1. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - a. Criminal History Record Information Act, 18 Pa. C.S. §§ 9101 *et seq.*
 - b. The prohibition against disclosures, specified in paragraph IV(C)(4) of this Memorandum.
2. When sharing information and evidence necessary for the Law Enforcement Authority to complete their investigation, the School Entity shall:
 - a. Comply with FERPA, 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33 and any amendments thereto.
 - b. Comply with the requirements of the Public School Code of 1949, 24 P.S. §§ 13-1303-A and 13-1317.2 and any amendments thereto.
 - c. Complete reports as required by the Public School Code of 1949, 24 P.S. § 13-1303-A and any amendments thereto.
3. All school entities are required to submit an annual report, which will include violence statistics and reports to the Department of Education's Office of Safe Schools. This annual report must include all new incidents described in Section II (A) above. Prior to submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:
 - a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
 - b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
 - c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
 - d. Where a police department fails to take action as required under clause (a) or (b), the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause (a) or (b).
 - e. Where there are discrepancies between the School Entity's incident data and the police incident data, the Superintendent of Shaler Area School District and appropriate administrative staff shall maintain open lines of communication with all four of the local

police chiefs and meet when appropriate to discuss and discrepancies with the reporting of incidents in the Safe Schools Report.

V. Media Relations

A. Release of information

1. The release of information concerning incidents reportable to the Law Enforcement Authority pursuant to the terms of this Memorandum shall be coordinated between the Law Enforcement Authority and the School Entity.
2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any additional signatory authorities or entities, or their respective officer, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this ____ day of _____, 20____, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Chief School Administrator

Chief Law Enforcement Authority

Board President

Shaler Area School District
School Entity

Borough of Etna Police Department
Law Enforcement Authority

Shaler Area School District Board of Directors
School Board

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Borough of Millvale Police Department
(Law Enforcement Authority)

and

Shaler Area School District
(School Entity)

June 30, 2023

(Date)

I. Joint Statement of Concern

A. Parties

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1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 2705 (relating to recklessly endangering another person).
 - b. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - c. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
 - d. Chapter 39 (relating to theft and related offenses).
 - e. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - f. Section 5503 (relating to disorderly conduct).
 - g. Section 6305 (relating to sale of tobacco).
 - h. Section 6306.1 (relating to use of tobacco in schools prohibited).
2. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (1).

C. Notification of the Law Enforcement Authority when incident involves children with disabilities

1. In accordance with 34 CFR 300.535 nothing will prohibit the school entity from reporting a crime committed by a child with a disability to the Law Enforcement Authority or will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
2. The school entity, when reporting a crime committed by a child with a disability, must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
3. The school entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Federal Educational Rights and Privacy Act (hereinafter "FERPA").
4. If someone other than the school entity has reported an incident, which results in the student's arrest, the school entity may as allowable under FERPA release the student's records.
5. Shaler Area School District's Special Education Plan addresses the requirements outlined in section "C" above.

D. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.

8. Injuries involved.
9. Whether EMS or the Fire Department were notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

E. Additionally, in anticipation of the need for the Law Enforcement Authority to respond to incidents described herein, the School Entity shall furnish the Law Enforcement Authority with the following information:

- a. Blueprints or floor plans of the school buildings;
- b. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads;
- c. Location(s) of predetermined or prospective command posts;
- d. Current teacher/employee roster;
- e. Current student roster;
- f. Current school yearbook;
- g. School fire-alarm shutoff location and procedures;
- h. School sprinkler system shutoff location and procedures;
- i. Gas/utility line layouts and shutoff valve locations; and
- j. Cable/satellite television shutoff location and procedures.

III. Law Enforcement Authority Response

A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority shall include:

1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
3. Incidents involving delayed reporting

- a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus, either after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the School Entity shall report the incident to the Law Enforcement Authority immediately upon its notification.
- b. If such incident is initially reported to the School Entity, the School Entity shall proceed as outlined in paragraphs II (A – C) above.
- c. If the incident is initially reported to the Law Enforcement Authority, Law Enforcement Authority shall proceed directly with its investigation and shall immediately notify the School Entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
 - a. the student has been placed under arrest;
 - b. the student is being placed under investigative detention;
 - c. the student is being taken into custody for the protection of the student; or
 - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

B. Notification of Parent or Guardian

1. Taking into consideration the totality of the circumstances, parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.

3. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. The Law Enforcement Authority does not need to secure parental permission to interview a victim.
- b. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. The Law Enforcement Authority does not need to secure parental permission to interview a witness to a reportable incident.
- b. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the expertise of the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the School Entity.

b. Custodial Interrogation

- i. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to interrogation by law enforcement authorities.
- ii. The School Entity shall cooperate with the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- iii. In the event an interested adult cannot be contacted, the School Entity shall defer to the policies, procedures and direction of the investigating Law Enforcement Authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.

4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a School Entity employee, contractor, or other person acting on behalf of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

1. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - a. Criminal History Record Information Act, 18 Pa. C.S. §§ 9101 *et seq.*
 - b. The prohibition against disclosures, specified in paragraph IV(C)(4) of this Memorandum.
2. When sharing information and evidence necessary for the Law Enforcement Authority to complete their investigation, the School Entity shall:
 - a. Comply with FERPA, 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33 and any amendments thereto.
 - b. Comply with the requirements of the Public School Code of 1949, 24 P.S. §§ 13-1303-A and 13-1317.2 and any amendments thereto.
 - c. Complete reports as required by the Public School Code of 1949, 24 P.S. § 13-1303-A and any amendments thereto.
3. All school entities are required to submit an annual report, which will include violence statistics and reports to the Department of Education's Office of Safe Schools. This annual report must include all new incidents described in Section II (A) above. Prior to submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:
 - a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
 - b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
 - c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
 - d. Where a police department fails to take action as required under clause (a) or (b), the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause (a) or (b).
 - e. Where there are discrepancies between the School Entity's incident data and the police incident data, the Superintendent of Shaler Area School District and appropriate administrative staff shall maintain open lines of communication with all four of the local

police chiefs and meet when appropriate to discuss and discrepancies with the reporting of incidents in the Safe Schools Report.

V. Media Relations

A. Release of information

1. The release of information concerning incidents reportable to the Law Enforcement Authority pursuant to the terms of this Memorandum shall be coordinated between the Law Enforcement Authority and the School Entity.
2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any additional signatory authorities or entities, or their respective officer, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this ____ day of _____, 20 ____, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Chief School Administrator

Chief Law Enforcement Authority

Board President

Shaler Area School District
School Entity

Borough of Millvale Police Department
Law Enforcement Authority

Shaler Area School District Board of Directors
School Board

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Reserve Township Police Department
(Law Enforcement Authority)

and

Shaler Area School District
(School Entity)

June 30, 2023

(Date)

I. Joint Statement of Concern

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding (hereinafter “Memorandum”): **Reserve Township Police Department**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum: **Shaler Area School District**

- B.** The purpose of this Memorandum is to establish procedures to be followed when certain specific incidents - described in Section II below - occur on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus.
- C.** It is further the purpose of this Memorandum to foster a relationship of cooperation and mutual support between the parties hereto as they work together to maintain the physical security and safety of the School Entity. Thus, the School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate - to parents, students and the Family Policy Compliance Office - what circumstances led it to determine that a health or safety emergency existed and why the disclosure was justified.
- D. Priorities of the Law Enforcement Authority**
1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school

sponsored activity, including but not limited to a school bus. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.

2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist the School Entity in the prevention of the incidents described in Section II of this document.

E. Priorities of the School Entity

1. Create safe learning environments, which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students.
2. Establish and maintain cooperative relationships with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
3. Foster partnerships with the Law Enforcement Authority for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

F. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §§13-1301-A *et seq.* (hereinafter "Safe Schools Act"), requiring all school entities to develop a memorandum of understanding with local law enforcement which sets forth procedures to be followed when an incident involving an act of violence or possession of a weapon, as further specified in Section II of this document, by any person occurs on school property. Law enforcement protocols shall be developed in cooperation with local law enforcement and the Pennsylvania State Police. 24 P.S. §13-1303-A(c).
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

II. Notification of Incidents to Law Enforcement

A. Mandatory Notification

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 908 (relating to prohibited offensive weapons).
 - b. Section 912 (relating to possession of weapon on school property).
 - i. As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - ii. This reporting requirement does not apply to a weapon which is: (a) used, as part of a school-approved program, by an individual who is participating in the program; or (b)

an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.

- c. Chapter 25 (relating to criminal homicide).
 - d. Section 2701 (relating to simple assault).
 - e. Section 2702 (relating to aggravated assault).
 - f. Section 2706 (relating to terroristic threats).
 - g. Section 2709 (relating to harassment).
 - h. Section 2709.1 (relating to stalking).
 - i. Section 2901 (relating to kidnapping).
 - j. Section 2902 (relating to unlawful restraint).
 - k. Section 3121 (relating to rape).
 - l. Section 3122.1 (relating to statutory sexual assault).
 - m. Section 3123 (relating to involuntary deviate sexual intercourse).
 - n. Section 3124.1 (relating to sexual assault).
 - o. Section 3124.2 (relating to institutional sexual assault).
 - p. Section 3125 (relating to aggravated indecent assault).
 - q. Section 3126 (relating to indecent assault).
 - r. Section 3127 (relating to indecent exposure).
 - s. Section 3301 (relating to arson and related offenses).
 - t. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
 - u. Section 3502 (relating to burglary).
 - v. Section 3503(A) AND (B)(1)(V) (relating to criminal trespass).
 - w. Section 3701 (relating to robbery).
 - x. Section 3702 (relating to robbery of motor vehicle).
 - y. Section 5501 (relating to riot).
 - z. Section 6110.1 (relating to possession of firearm by minor).
2. The possession, use or sale of a controlled substance or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act."
 - a. As used in this Memorandum, "controlled substance" shall include the possession, use or sale of controlled substances as defined in the act of April 14, 1972 (P.L. 233, No. 64) known as "The Controlled Substance, Drug, Device and Cosmetic Act" (hereinafter "Drug Act") including, but not limited to, marijuana, cocaine, crack cocaine, heroin, LSD, PCP, amphetamines, steroids and other substances commonly known as "designer drugs." See 35 P.S. §§ 780-101 *et seq.*
 - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic syringes, needles and, depending on the circumstances, rolling papers, as well as all other equipment or materials utilized for the purpose of ingesting, inhaling, or otherwise introducing controlled substances into the body. See 35 P.S. § 780-102.
 3. Attempts, solicitation or conspiracy to commit any of the offenses listed in subsections (1) and (2).
 4. An offense for which registration is required under 42 Pa. C.S. § 9795.1 (relating to registration).
 5. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a person under 21 years of age. See 18 Pa. C.S. § 6308(a).

B. Discretionary Notification

The School Entity may report to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 2705 (relating to recklessly endangering another person).
 - b. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - c. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
 - d. Chapter 39 (relating to theft and related offenses).
 - e. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - f. Section 5503 (relating to disorderly conduct).
 - g. Section 6305 (relating to sale of tobacco).
 - h. Section 6306.1 (relating to use of tobacco in schools prohibited).
 2. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (1).
- C. Notification of the Law Enforcement Authority when incident involves children with disabilities
1. In accordance with 34 CFR 300.535 nothing will prohibit the school entity from reporting a crime committed by a child with a disability to the Law Enforcement Authority or will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
 2. The school entity, when reporting a crime committed by a child with a disability, must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
 3. The school entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Federal Educational Rights and Privacy Act (hereinafter "FERPA").
 4. If someone other than the school entity has reported an incident, which results in the student's arrest, the school entity may as allowable under FERPA release the student's records.
 5. Shaler Area School District's Special Education Plan addresses the requirements outlined in section "C" above.
- D. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
1. Whether the incident is in-progress or has concluded.
 2. Nature of the incident.
 3. Exact location of the incident.
 4. Number of persons involved in the incident.
 5. Names and ages of the individuals involved.
 6. Weapons, if any, involved in the incident.
 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.

8. Injuries involved.
 9. Whether EMS or the Fire Department were notified.
 10. Identity of the school contact person.
 11. Identity of the witnesses to the incident, if any.
 12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.
- E. Additionally, in anticipation of the need for the Law Enforcement Authority to respond to incidents described herein, the School Entity shall furnish the Law Enforcement Authority with the following information:
- a. Blueprints or floor plans of the school buildings;
 - b. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads;
 - c. Location(s) of predetermined or prospective command posts;
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 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
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 3. Incidents involving delayed reporting

- a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus, either after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the School Entity shall report the incident to the Law Enforcement Authority immediately upon its notification.
- b. If such incident is initially reported to the School Entity, the School Entity shall proceed as outlined in paragraphs II (A – C) above.
- c. If the incident is initially reported to the Law Enforcement Authority, Law Enforcement Authority shall proceed directly with its investigation and shall immediately notify the School Entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

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1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
 - a. the student has been placed under arrest;
 - b. the student is being placed under investigative detention;
 - c. the student is being taken into custody for the protection of the student; or
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2. The School Entity shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.

3. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

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- a. The Law Enforcement Authority does not need to secure parental permission to interview a victim.
- b. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. The Law Enforcement Authority does not need to secure parental permission to interview a witness to a reportable incident.
- b. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
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b. Custodial Interrogation

- i. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to interrogation by law enforcement authorities.
- ii. The School Entity shall cooperate with the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- iii. In the event an interested adult cannot be contacted, the School Entity shall defer to the policies, procedures and direction of the investigating Law Enforcement Authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.

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- a. The parties to this Memorandum recognize that in the event that a School Entity employee, contractor, or other person acting on behalf of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

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- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

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1. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - a. Criminal History Record Information Act, 18 Pa. C.S. §§ 9101 *et seq.*
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2. When sharing information and evidence necessary for the Law Enforcement Authority to complete their investigation, the School Entity shall:
 - a. Comply with FERPA, 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33 and any amendments thereto.
 - b. Comply with the requirements of the Public School Code of 1949, 24 P.S. §§ 13-1303-A and 13-1317.2 and any amendments thereto.
 - c. Complete reports as required by the Public School Code of 1949, 24 P.S. § 13-1303-A and any amendments thereto.
3. All school entities are required to submit an annual report, which will include violence statistics and reports to the Department of Education's Office of Safe Schools. This annual report must include all new incidents described in Section II (A) above. Prior to submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:
 - a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
 - b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
 - c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
 - d. Where a police department fails to take action as required under clause (a) or (b), the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause (a) or (b).
 - e. Where there are discrepancies between the School Entity's incident data and the police incident data, the Superintendent of Shaler Area School District and appropriate administrative staff shall maintain open lines of communication with all four of the local

police chiefs and meet when appropriate to discuss and discrepancies with the reporting of incidents in the Safe Schools Report.

V. Media Relations

A. Release of information

1. The release of information concerning incidents reportable to the Law Enforcement Authority pursuant to the terms of this Memorandum shall be coordinated between the Law Enforcement Authority and the School Entity.
2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any additional signatory authorities or entities, or their respective officer, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this ____ day of _____, 20 ____, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Chief School Administrator

Shaler Area School District
School Entity

Chief Law Enforcement Authority

Reserve Township Police Department
Law Enforcement Authority

Board President

Shaler Area School District Board of Directors
School Board

Building Principal

Reserve Primary School
School Building

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Shaler Township Police Department
(Law Enforcement Authority)

and

Shaler Area School District
(School Entity)

June 30, 2023

(Date)

I. Joint Statement of Concern

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding (hereinafter “Memorandum”): **Shaler Township Police Department**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum: **Shaler Area School District**

- B.** The purpose of this Memorandum is to establish procedures to be followed when certain specific incidents - described in Section II below - occur on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus.
- C.** It is further the purpose of this Memorandum to foster a relationship of cooperation and mutual support between the parties hereto as they work together to maintain the physical security and safety of the School Entity. Thus, the School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate - to parents, students and the Family Policy Compliance Office - what circumstances led it to determine that a health or safety emergency existed and why the disclosure was justified.
- D. Priorities of the Law Enforcement Authority**
1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.

2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist the School Entity in the prevention of the incidents described in Section II of this document.

E. Priorities of the School Entity

1. Create safe learning environments, which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students.
2. Establish and maintain cooperative relationships with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
3. Foster partnerships with the Law Enforcement Authority for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

F. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §§13-1301-A *et seq.* (hereinafter "Safe Schools Act"), requiring all school entities to develop a memorandum of understanding with local law enforcement which sets forth procedures to be followed when an incident involving an act of violence or possession of a weapon, as further specified in Section II of this document, by any person occurs on school property. Law enforcement protocols shall be developed in cooperation with local law enforcement and the Pennsylvania State Police. 24 P.S. §13-1303-A(c).
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

II. Notification of Incidents to Law Enforcement

A. Mandatory Notification

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 908 (relating to prohibited offensive weapons).
 - b. Section 912 (relating to possession of weapon on school property).
 - i. As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device and any other tool, instrument or implement capable of inflicting serious bodily injury.
 - ii. This reporting requirement does not apply to a weapon which is: (a) used, as part of a school-approved program, by an individual who is participating in the program; or (b) an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.

- c. Chapter 25 (relating to criminal homicide).
 - d. Section 2701 (relating to simple assault).
 - e. Section 2702 (relating to aggravated assault).
 - f. Section 2706 (relating to terroristic threats).
 - g. Section 2709 (relating to harassment).
 - h. Section 2709.1 (relating to stalking).
 - i. Section 2901 (relating to kidnapping).
 - j. Section 2902 (relating to unlawful restraint).
 - k. Section 3121 (relating to rape).
 - l. Section 3122.1 (relating to statutory sexual assault).
 - m. Section 3123 (relating to involuntary deviate sexual intercourse).
 - n. Section 3124.1 (relating to sexual assault).
 - o. Section 3124.2 (relating to institutional sexual assault).
 - p. Section 3125 (relating to aggravated indecent assault).
 - q. Section 3126 (relating to indecent assault).
 - r. Section 3127 (relating to indecent exposure).
 - s. Section 3301 (relating to arson and related offenses).
 - t. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
 - u. Section 3502 (relating to burglary).
 - v. Section 3503(A) AND (B)(1)(V) (relating to criminal trespass).
 - w. Section 3701 (relating to robbery).
 - x. Section 3702 (relating to robbery of motor vehicle).
 - y. Section 5501 (relating to riot).
 - z. Section 6110.1 (relating to possession of firearm by minor).
2. The possession, use or sale of a controlled substance or drug paraphernalia as defined in "The Controlled Substance, Drug, Device and Cosmetic Act."
 - a. As used in this Memorandum, "controlled substance" shall include the possession, use or sale of controlled substances as defined in the act of April 14, 1972 (P.L. 233, No. 64) known as "The Controlled Substance, Drug, Device and Cosmetic Act" (hereinafter "Drug Act") including, but not limited to, marijuana, cocaine, crack cocaine, heroin, LSD, PCP, amphetamines, steroids and other substances commonly known as "designer drugs." *See* 35 P.S. §§ 780-101 *et seq.*
 - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic syringes, needles and, depending on the circumstances, rolling papers, as well as all other equipment or materials utilized for the purpose of ingesting, inhaling, or otherwise introducing controlled substances into the body. *See* 35 P.S. § 780-102.
 3. Attempts, solicitation or conspiracy to commit any of the offenses listed in subsections (1) and (2).
 4. An offense for which registration is required under 42 Pa. C.S. § 9795.1 (relating to registration).
 5. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a person under 21 years of age. *See* 18 Pa. C.S. § 6308(a).

B. Discretionary Notification

The School Entity may report to the Law Enforcement Authority the occurrence of any of the following incidents occurring on school property, at any school sponsored activity or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. The following offenses under 18 Pa. C.S (relating to crimes and offenses):
 - a. Section 2705 (relating to recklessly endangering another person).
 - b. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
 - c. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
 - d. Chapter 39 (relating to theft and related offenses).
 - e. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
 - f. Section 5503 (relating to disorderly conduct).
 - g. Section 6305 (relating to sale of tobacco).
 - h. Section 6306.1 (relating to use of tobacco in schools prohibited).
 2. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (1).
- C. Notification of the Law Enforcement Authority when incident involves children with disabilities
1. In accordance with 34 CFR 300.535 nothing will prohibit the school entity from reporting a crime committed by a child with a disability to the Law Enforcement Authority or will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
 2. The school entity, when reporting a crime committed by a child with a disability, must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
 3. The school entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Federal Educational Rights and Privacy Act (hereinafter "FERPA").
 4. If someone other than the school entity has reported an incident, which results in the student's arrest, the school entity may as allowable under FERPA release the student's records.
 5. Shaler Area School District's Special Education Plan addresses the requirements outlined in section "C" above.
- D. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
1. Whether the incident is in-progress or has concluded.
 2. Nature of the incident.
 3. Exact location of the incident.
 4. Number of persons involved in the incident.
 5. Names and ages of the individuals involved.
 6. Weapons, if any, involved in the incident.
 7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
 8. Injuries involved.
 9. Whether EMS or the Fire Department were notified.
 10. Identity of the school contact person.
 11. Identity of the witnesses to the incident, if any.
 12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

- E. Additionally, in anticipation of the need for the Law Enforcement Authority to respond to incidents described herein, the School Entity shall furnish the Law Enforcement Authority with the following information:
- a. Blueprints or floor plans of the school buildings;
 - b. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads;
 - c. Location(s) of predetermined or prospective command posts;
 - d. Current teacher/employee roster;
 - e. Current student roster;
 - f. Current school yearbook;
 - g. School fire-alarm shutoff location and procedures;
 - h. School sprinkler system shutoff location and procedures;
 - i. Gas/utility line layouts and shutoff valve locations; and
 - j. Cable/satellite television shutoff location and procedures.

III. Law Enforcement Authority Response

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority shall include:
1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident
 - i. Secure any physical evidence at the scene.
 - ii. Identify involved persons and witnesses.
 - e. Conduct investigation.
 - f. Exchange information.
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 2. Incidents not in progress:
 - a. Meet with contact person.
 - b. Recover any physical evidence.
 - c. Conduct investigation.
 - d. Exchange information.
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
 3. Incidents involving delayed reporting
 - a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus, either after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the School Entity shall report the incident to the Law Enforcement Authority immediately upon its notification.
 - b. If such incident is initially reported to the School Entity, the School Entity shall proceed as outlined in paragraphs II (A – C) above.
 - c. If the incident is initially reported to the Law Enforcement Authority, Law Enforcement Authority shall proceed directly with its investigation and shall immediately notify the

School Entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
 - a. the student has been placed under arrest;
 - b. the student is being placed under investigative detention;
 - c. the student is being taken into custody for the protection of the student; or
 - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

B. Notification of Parent or Guardian

1. Taking into consideration the totality of the circumstances, parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.
3. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. The Law Enforcement Authority does not need to secure parental permission to interview a victim.
- b. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. The Law Enforcement Authority does not need to secure parental permission to interview a witness to a reportable incident.
- b. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the expertise of the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the School Entity.

b. Custodial Interrogation

- i. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to interrogation by law enforcement authorities.
- ii. The School Entity shall cooperate with the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- iii. In the event an interested adult cannot be contacted, the School Entity shall defer to the policies, procedures and direction of the investigating Law Enforcement Authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.

4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a School Entity employee, contractor, or other person acting on behalf of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

1. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
 - a. Criminal History Record Information Act, 18 Pa. C.S. §§ 9101 *et seq.*

- b. The prohibition against disclosures, specified in paragraph IV(C)(4) of this Memorandum.
2. When sharing information and evidence necessary for the Law Enforcement Authority to complete their investigation, the School Entity shall:
 - a. Comply with FERPA, 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33 and any amendments thereto.
 - b. Comply with the requirements of the Public School Code of 1949, 24 P.S. §§ 13-1303-A and 13-1317.2 and any amendments thereto.
 - c. Complete reports as required by the Public School Code of 1949, 24 P.S. § 13-1303-A and any amendments thereto.
3. All school entities are required to submit an annual report, which will include violence statistics and reports to the Department of Education's Office of Safe Schools. This annual report must include all new incidents described in Section II (A) above. Prior to submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:
 - a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
 - b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
 - c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
 - d. Where a police department fails to take action as required under clause (a) or (b), the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause (a) or (b).
 - e. Where there are discrepancies between the School Entity's incident data and the police incident data, the Superintendent of Shaler Area School District and appropriate administrative staff shall maintain open lines of communication with all four of the local police chiefs and meet when appropriate to discuss and discrepancies with the reporting of incidents in the Safe Schools Report.

V. Media Relations

A. Release of information

1. The release of information concerning incidents reportable to the Law Enforcement Authority pursuant to the terms of this Memorandum shall be coordinated between the Law Enforcement Authority and the School Entity.
2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any additional signatory authorities or entities, or their respective officer, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this ____ day of _____, 20 ____, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Chief School Administrator

Shaler Area School District
School Entity

Chief Law Enforcement Authority

Shaler Township Police Department
Law Enforcement Authority

Board President

Shaler Area School District Board of Directors
School Board

Building Principal

Shaler Area High School
School Building

Building Principal

Shaler Area Middle School
School Building

Building Principal

Shaler Area Elementary School
School Building

Building Principal

Burchfield Primary School
School Building

Building Principal

Marzolf Primary School
School Building

Building Principal

Scott Primary School
School Building

SHALER AREA SCHOOL DISTRICT

No: 137.2

SECTION: PROGRAMS

TITLE: PARTICIPATION IN COCURRICULAR ACTIVITIES & ACADEMIC COURSES BY HOME EDUCATION STUDENTS

ADOPTED:

	137.2 – Participation in Cocurricular Activities & Academic Courses by Home Education Students
Authority	The Board approves participation in the district’s cocurricular activities and academic courses by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.
Definition	Cocurricular activities - district activities that merge extracurricular activities with a required academic course, including but not limited to, band, orchestra and other activities that include a for-credit component that takes place during the school day.
Guidelines	<p>A home education student may participate in cocurricular activities and academic courses only at the school building the student would be assigned to if the student was enrolled in the district.</p> <p>Prior to trying out or auditioning for a cocurricular activity or enrolling in an academic course, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.</p> <p>The following conditions shall govern participation in the district’s cocurricular activities and academic courses by home education students, who shall:</p> <ol style="list-style-type: none">1. Be a resident of the district.2. Meet the required eligibility criteria or their equivalent for the cocurricular activity or the prerequisites for the academic course.3. Comply with Board policies and school rules and administrative regulations regarding student conduct in school and at school-sponsored activities.4. Comply with policies, rules and regulations, or their equivalent, of the cocurricular activity’s governing organization, where applicable.5. Meet attendance and reporting requirements established for all participants of the cocurricular activity or academic course, including any sign-in and sign-out procedures for school building attendance purposes. Home education students must participate in the full class period for an academic course, unless an exception has been granted in accordance with Board policy and school rules.

6. Comply with all Board policies, school rules and requirements and directives of the district staff, activity advisors and administrators involved with the cocurricular activity or academic course.

Academic Courses

Students attending home education programs are eligible to enroll in district academic courses in accordance with law and Board policy and may participate in academic courses equaling up to one-quarter (1/4) of the school day for full-time district students.

Students enrolled in home education programs shall only be eligible to participate in cocurricular activities and/or academic courses that are scheduled in consecutive time periods during the school day if the student's parent/guardian is not able to provide supervision for the student between the scheduled cocurricular activities and/or academic courses.

The district shall provide the student's home education program supervisor with a grade for each cocurricular activity and academic course completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.

Transportation

Parents/Guardians of home education students shall be responsible for transportation of students participating in district cocurricular activities and academic courses, except that a home education student may utilize district transportation to or from school during the times a bus is otherwise already operating, and space is available.

Delegation of Responsibility

The Superintendent or designee shall post information regarding the district's cocurricular activities and academic courses, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.

The building principal or designee shall request and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for a cocurricular activity or academic course.

The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in district cocurricular activities and academic courses based on the established number of allowable participants in designated activities and courses.

Prioritization may be based on academic achievement, demonstration of skills or competencies, record of conduct, and other designated criteria. Students attending

137.2 – Participation in Cocurricular Activities & Academic Courses by Home Education Students - Pg. 3

	home education programs shall have an equal opportunity to compete for enrollment in district activities and courses, in accordance with established administrative regulations.
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SHALER AREA SCHOOL DISTRICT

No: 137.3

SECTION: PROGRAMS

TITLE: PARTICIPATION IN CAREER & TECHNICAL EDUCATION PROGRAMS BY HOME EDUCATION STUDENTS

ADOPTED:

	<p style="text-align: center;">137.3 – Participation in Career & Technical Education Programs by Home Education Students</p> <p>Authority</p> <p>The Board approves participation in a career and technical education program by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.</p> <p>Guidelines</p> <p>Students attending home education programs shall be eligible to participate in a career and technical education program at A.W. Beattie Career Center, in accordance with the Articles of Agreement and center admission policy and procedures, on the same basis as other district students.</p> <p>Students attending home education programs shall be given an equal opportunity to apply for placement in available programs at A.W. Beattie Career Center.</p> <p>Prior to enrolling in a career and technical education program, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.</p> <p>The following conditions shall govern participation in career and technical education programs by home education students, who shall:</p> <ol style="list-style-type: none">1. Be a resident of the district.2. Meet the required eligibility criteria or their equivalent or the prerequisites for the career and technical education program.3. Comply with applicable policies and school rules and administrative regulations of A.W. Beattie Career Center and of the district regarding student conduct in school and at school-sponsored activities.4. Meet attendance and reporting requirements established for all participants of the career and technical education program, including any sign-in and sign-out procedures for building attendance purposes. Home education students must participate in the required courses for the program on the same basis as students enrolled in the district, unless an exception has been granted in accordance with applicable Board policy and school or program rules. <p>The A.W. Beattie Career Center shall provide the student's home education program supervisor with a grade for each career and technical education program course</p>
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<p>Delegation of Responsibility</p>	<p>completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.</p> <p><u>Transportation</u></p> <p>Students attending home education programs who participate in career and technical education programs may use district transportation to or from the career and technical education program during the times when district transportation is already operating, and space is available in addition to full-time district students.</p> <p>The Superintendent or designee shall post information regarding the district's options for career and technical education programs, as well as a copy of this Board policy, on the district's publicly available website and provide information upon request by students enrolled in home education programs or their parents/guardians.</p> <p>The building principal or designee shall request and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for participation in career and technical education programs.</p> <p>The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in career and technical education programs, in accordance with the Articles of Agreement and the established number of allowable participants for designated programs at A.W. Beattie Career Center based on the established number of allowable participants in designated district programs.</p> <p>Prioritization may be based on academic achievement, demonstration of skills or competencies, record of conduct, and other designated criteria. Students attending home education programs shall have an equal opportunity to compete for program enrollment, in accordance with established administrative regulations.</p>
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SHALER AREA SCHOOL DISTRICT

No: 137

SECTION: PROGRAMS

TITLE: HOME EDUCATION PROGRAMS

ADOPTED: APRIL 15, 1998

REVISED: JUNE 16, 1999; MAY 12, 2004; MAY 18, 2005; MARCH 16, 2016

137. HOME EDUCATION PROGRAMS	
1. Authority	Home Education programs for students residing in the School District shall be conducted in accordance with state law and regulations.
2. Definitions	<p>Appropriate education - a program consisting of instruction in the required subjects for the time required by law and in which the student demonstrates sustained progress in the overall program.</p> <p>Hearing examiner - shall not be an officer, employee or agent of the Department of Education or of the school district or intermediate unit of residence of the child in the home education program.</p> <p>Home education program - a program conducted in compliance with law by the parent/guardian or person having legal custody of a child. A home education program shall not be considered a nonpublic school under the provisions of law.</p> <p>Supervisor - the parent/guardian or person having legal custody of a child who is responsible for providing instruction, provided that such person has a high school diploma or its equivalent.</p>
3. Delegation of Responsibility	The Superintendent or designee shall develop and distribute administrative regulations for registering and monitoring home education programs and maintaining appropriate records in accordance with law.
4. Guidelines	<p><u>Notarized Affidavit</u></p> <p>Prior to the commencement of the home education program, and annually thereafter on August 1, the parent/guardian or other person having legal custody of the child or children shall file a notarized affidavit with the Superintendent, which contains certification that the supervisor of the home education program and all adults living in the home and persons having legal custody of a child or children in the home education program have not been convicted of criminal offenses enumerated in School Code, in accordance with law. The affidavit shall include all information required by law.</p> <p><u>Instructional Program</u></p> <p>The instructional program for home education students shall include such courses as required by law.</p>

Loan of Instructional Materials

At the request of the supervisor, the district shall lend to the home education program copies of the school's planned courses, textbooks and curriculum materials appropriate to the student's age and grade level.

Student Portfolio and Evaluations

For each student participating in a home education program, the supervisor shall:

1. Maintain a portfolio of records and materials, **in accordance with applicable law.**
2. Provide an annual written evaluation of the student's educational progress, **in accordance with applicable law.**

Graduation Requirements

The following minimum courses in grades 9 through 12 are established as a requirement for graduation in a home education program: four (4) years of English; three (3) years of mathematics; three (3) years of science; three (3) years of social studies; and two (2) years of arts and humanities.

Diplomas

Students who complete all of the graduation requirements of the home education program shall receive a high school diploma issued by the supervisor or an approved diploma-granting organization.

Students With Disabilities

A home education program meets compulsory attendance requirements for a student with a disability only when the program addresses the specific needs of the student and is approved by a teacher with a valid Pennsylvania certificate to teach special education, a licensed clinical psychologist or a certified school psychologist. Written notice of such approval must be submitted with the required affidavit.

The supervisor may request that the school district or intermediate unit of residence provide services that address the specific needs of a student with a disability.

When the provision of services is agreed to by both the supervisor and the school district or intermediate unit, all services shall be provided in public schools or in a private school licensed to provide such programs and services.

Appropriate Education/Compliance

A home education evaluator shall certify that an appropriate education is occurring in the home education program. The supervisor shall submit the certification to the Superintendent by June 30 of each year. If the supervisor fails to submit the certification, the Superintendent shall send a letter to the supervisor notifying the supervisor that s/he has ten (10) days to submit the certification.

If the Superintendent has a reasonable belief at any time during the school year that appropriate education may not be occurring in the home education program, the Superintendent may submit a letter to the supervisor requiring an evaluation to be conducted and that an evaluator's certification stating that an appropriate education is occurring shall be submitted to the district by the supervisor within thirty (30) days. The letter shall include the basis for the Superintendent's reasonable belief.

If the Superintendent has a reasonable belief that the home education program is out of compliance, the Superintendent shall submit a letter to the supervisor requiring a certification be submitted within thirty (30) days indicating the program is in compliance. The letter shall include the basis for the Superintendent's reasonable belief.

As required by law, all letters shall be sent by certified mail, return receipt requested, and the time for submission of the requested documentation begins upon receipt of the letter.

Hearings

If the supervisor fails to submit a certification as required, the Board shall provide a hearing by a qualified and impartial hearing examiner within thirty (30) days.

If the hearing examiner finds that an appropriate education is not taking place in the home education program, the home education program will be determined out of compliance; and the student will be enrolled promptly in a public school, a nonpublic school or a licensed private academic school.

If a home education program has been determined to be out of compliance, the supervisor or spouse of the supervisor of the home education program is prohibited by law from supervising a home education program for that child or children for a period of twelve (12) months from the date of such determination.

Appeal

The supervisor or Superintendent may appeal the decision of the hearing examiner to the Secretary of Education, Commonwealth Court or Court of Common Pleas. The home education program may continue during the appeals process.

Transfers

If a home education program is relocating to another Pennsylvania school district, the supervisor must request from the Superintendent a letter of transfer for the home education program. The request must be made by registered mail thirty (30) days prior to relocation.

The Superintendent shall issue the letter of transfer within thirty (30) days after receipt of the supervisor's registered mail request.

The supervisor shall file the letter of transfer with the Superintendent of the new district of residence.

If a home education program is out of compliance, the Superintendent shall inform the home education supervisor and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.

If a home education program is in hearing procedures, the Superintendent shall inform the home education supervisor, hearing examiner and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.

If the Superintendent is informed of pending proceedings related to a home education program relocating to the district, s/he shall continue the home education program until the appeal process is finalized.

References:

School Code – 24 P.S. Sec. 111, 1327, 1327.1

State Board of Education Regulations – 22 PA Code Sec. 11.31a, 11.33

Board Policy – 137.1, 203, 209

SHALER AREA SCHOOL DISTRICT

No: 137.1

SECTION: PROGRAMS

TITLE: EXTRACURRICULAR PARTICIPATION BY HOME EDUCATION STUDENTS

ADOPTED: AUGUST 18, 2021

137.1 – Extracurricular Participation by Home Education Students	
1. Authority	<p>The Board shall approve participation in the district’s extracurricular activities and interscholastic athletic programs by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.</p> <p>The Board shall not provide individual transportation for students enrolled in home education programs who participate in the district’s extracurricular activities or interscholastic athletic programs. When the district provides transportation to and from an away competition, game, event or exhibition and requires district students to use district transportation, home education students shall be required to use the transportation provided by the district.</p>
2. Guidelines	<p>Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district extracurricular activities and interscholastic athletic programs, including, as applicable, Junior Reserve Officers' Training Corps (JROTC) units.</p> <p>A home education student may participate in extracurricular activities and interscholastic athletic programs only at the school building the student would be assigned to if the student was enrolled in the school district.</p> <p>Prior to trying-out or joining an activity, a home education student shall submit required documents and written verification of eligibility to the building principal or designee. Verification may include, but not be limited to, attendance records, weekly grades or academic achievement or other documents demonstrating completion of eligibility criteria.</p> <p>To be considered in attendance in accordance with Board policy, the home education student must participate in a full, normally scheduled academic program, in accordance with the planned home education program and submitted documentation.</p> <p>The following conditions shall govern participation in the district’s extracurricular activities and interscholastic athletic programs by home education students, who shall:</p> <ol style="list-style-type: none">1. Be a resident of the school district.2. Meet the required eligibility criteria.3. Maintain appropriate insurance coverage, consistent with the coverage requirements for district students.

3. Delegation of Responsibility

4. Comply with Board policies and school rules and **administrative** regulations regarding extracurricular activities, interscholastic athletics, and student **conduct**.
5. Comply with policies, rules and regulations, or their equivalent, of the activity's governing organization.
6. Meet attendance and reporting requirements established for all participants of the activity or program.
7. Meet the requirements for physical examinations and physical fitness and any height and/or weight restrictions.
8. Comply with all requirements and directives of the district staff, coaches, **activity advisors** and administrators involved with the extracurricular activity or interscholastic athletic program.

The Superintendent or designee shall post information regarding the availability of the district's extracurricular activities and interscholastic athletics programs, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.

The building principal or designee shall distribute eligibility criteria regarding student participation in extracurricular activities and interscholastic athletics, and information on the dates and times of physical examinations or medical tests provided to students by the district. Such information shall be distributed through student handbooks, other publications and on the district's publicly available website.

The building principal or designee shall receive and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for an extracurricular activity or interscholastic athletic program.

Legal References

1. 24 P.S. 1327.1
2. 24 P.S. 511
3. Pol. 122
4. Pol. 123
5. Pol. 237
6. 10 U.S.C. 2031
7. Pol. 204
8. Pol. 208

SHALER AREA SCHOOL DISTRICT

No: 906

SECTION: COMMUNITY
TITLE: PUBLIC COMPLAINT PROCEDURES
ADOPTED: SEPTEMBER 16, 1998
REVISED: MARCH 19, 2008

906 – Public Complaint Procedures	
Purpose	<p>The Board welcomes inquiries, suggestions, and constructive criticism from parents/guardians, district residents or community groups regarding the district's programs, personnel, operations and facilities. The Board adopts this policy to establish procedures for seeking appropriate resolution to complaints.</p>
Authority	<p>The Board encourages parents/guardians, district residents or community groups who have general complaints about Board policy and district procedures, district programs, personnel, operations and facilities to follow the general complaint procedure established in this policy.</p> <p>The Board directs parents/guardians, other individuals and organizations alleging violations of law in the district's administration of federally-funded programs to submit complaints in accordance with the separate federal program complaint procedure established in this policy.</p> <p>The Board shall ensure that this policy is posted on the district's publicly accessible website in accordance with law.</p>
Delegation of Responsibility	<p>The district shall annually notify parents/guardians, employees and the public of this policy and established complaint procedures via the district website, newsletters, posted notices and/or other efficient communication methods.</p>
Guidelines	<p><u>General Complaint Procedure</u></p> <p>It is the intent of the Board that complaints, concerns and suggestions be addressed and/or resolved at the lowest appropriate level.</p> <p>At all levels of this procedure, district employees shall make a determination as to whether the complaint should proceed as outlined in this policy or if the complaint should be submitted through a specialized complaint process addressed in a separate Board policy, district procedure or administrative regulation that is directly related to the nature of the complaint.</p> <p>General complaints about Board policy and district procedures, programs, personnel, operations and facilities shall begin with an informal, direct discussion between the complainant and district employee who is most directly involved.</p> <p>The employee shall attempt to provide a reasonable explanation or take appropriate action within the employee's authority. The employee shall report the matter and the resolution to the building principal or immediate supervisor.</p>

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

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

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

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

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

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

Complaint Procedure for Federal Programs

Complaints alleging violations of law in the district's administration of federally-funded programs shall be processed in accordance with the following procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

OUT OF STATE / OVERNIGHT TRIPS

SHALER AREA HIGH SCHOOL

Group Shaler Area HS Performing Arts Dept. Date Submitted 5-25-2023

Sponsor(s) George Tepshich / Kristin Tepshich / Shirley Rankin Phone Ext. x1710

Destination Virginia - Performing Arts Consultant & NATO Parade of Nations

Date(s) of Trip Thursday, April 18 - Monday, April 22, 2024

Purpose of Trip:

- Represent our school, community + state in a national competition.
- Band, Choir & Orchestra will perform/compete in the Performing Arts Consultant competitions and adjudications. Groups will be adjudicated by professionals in their respective fields.
- Marching Band will perform/compete in the NATO Parade of Nations in Norfolk, VA

Costs:

- Cost to District - Substitutes

Method of Fundraising:

- Students will fundraise through booster sponsored fundraisers.

Number of Teacher Substitutes Needed 7 - G. Tepshich, K. Tepshich, S. Rankin, K. West, A. Rihn

Number of Days for Each Substitute 3 days
B. Butler, R. Kinzler

APPROVAL

<u>YES</u>	<u>NO</u>		<u>Signature</u>	<u>Date</u>
<u>X</u>	<u> </u>	Activities / Athletic Director	<u>Mindy Thiel</u>	<u>5/25/23</u>
<u>X</u>	<u> </u>	Principal	<u>[Signature]</u>	<u>5/25/23</u>
<u> </u>	<u> </u>	Superintendent	<u> </u>	<u> </u>