## Memorandum of Understanding Between Shaler Area School District And

**Pittsburgh Mercy School-Based Outpatient Program**

The purpose of this Memorandum of Understanding between the Shaler Area School District (hereinafter referred to as "the District") and Pittsburgh Mercy School-Based Outpatient Program (hereinafter referred to as "the Provider") is to describe the responsibilities of each party in the development, implementation, and operation of the School-Based Mental Health Outpatient Services. The purpose of these services is to:

* Improve accessibility; provide opportunity to timely access to mental health services and treatment.
* Engage students and family members in mental health services offered by qualified clinical staff.
* Promote effective collaboration by interfacing with identified school pupil service professionals to improve student success when there is written consent to permit exchange of client information.
* Maintain workforce productivity and improve school performance by reducing travel time, parents miss less work to take their child to an appointment, and by minimizing absences.
* Reduce and prevent suicidal ideation, behaviors and/or violence against others among school-age children by early identification and intervention.
* To provide outpatient mental health assessments for students that wish to being outpatient mental health treatment. Outpatient mental health treatment including individual therapy, family therapy and/or group therapy on school premises to identified students and bill such services to a third party (the student's insurance).

NOW THEREFORE, The Provider and District agree as follows:

## The Provider agrees:

* 1. To maintain Outpatient Mental Health Licensure, with the District designated as a satellite site.
	2. To hire and employ qualified Mental Health/Behavioral Health Professional staff, hereinafter referred to as Therapists (having a master's degree in the social sciences, plus mental health/behavioral health counseling experience) who are the sole employees of the Provider and have no employment relationship of any kind with the District.
	3. That the Providers will accept referrals from the District staff for assessment, treatment planning, and if appropriate for School Based Outpatient Level of care will provide on­ going counseling/skill building services to be provided at the District assigned facility.
		+ If referral is not appropriate for School Based Outpatient level of care the provider will notify the referral source so that appropriate referrals can be made. Some examples include, but are not limited to, truancy, needing a higher level of care, high level of trauma therapy, intensive family therapy, or lack of family engagement.
		+ If insurance is not able to be accepted this will be communicated to the referral source so that appropriate referrals can be made.
	4. That the Therapists will build thefr caseloads to the schools assigned within the district as appropriate referrals are received. The capacity in each school is dependent on need, the number of days per week a therapist is in a specific school, frequency/duration of therapy sessions as clinically determined by the therapist, and on the severity of the mental health/behavioral health symptoms of the students.
		+ If the caseload at the school increases, the Provider and the school will assess the need for an additional staff or additional days on site as appropriate and available.
		+ If a therapist vacancy should become available the school based provider will remain in ongoing communication about the hiring and staffing process with the school.
	5. That the Therapists will be capable of providing the following services: (actual services provided will be based upon the needs of the individual student referred to the Therapist}
		+ Intake and assessment of a student's mental and behavioral health symptoms/problems, including a suicide screener;
		+ Enrollment of a student in the Provider's electronic health record (EHR}. All student EHRs are the exclusive property of the Provider and information from a student's EHR can only be released to the District with proper authorization;
		+ Treatment plan formation;
		+ Provision of individual, group and/or family counseling;
		+ Provision of focused skill-building services for individuals/families, to include reducing maladaptive behaviors, and teaching improved social skills and coping strategies;
		+ Attempt to obtain parental consent for Therapists to communicate with District designated staff;
		+ Consultation and/or training opportunities for District designated staff at a contracted rate.

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* 1. Make necessary referrals to psychiatrists, primary care physicians or other provider organizations as needed.
1. Insurance
	* If a student does not have insurance the Provider will offer resources to the family to secure coverage per agency policy.
	* In the event of an insurance lapse the provider will contact the family to discuss resources to reinstate insurance.
		+ If the family is unable to obtain insurance the Provider will discuss resources to reinstate insurance, other payment options, treatment status, etc.
		+ If no resolution is made per the Provider policy the student may be discharged from services. The provider will notify the student, family and School Personnel.
2. Discharge and Transition Planning:
	* School Based Outpatient is a voluntary service and students/families can choose to end services at any time. In the event a student/family withdraws from services, the therapist will work with student to make appropriate referrals.
	* When Mental Health/Behavioral Health symptoms improve students can make a successful discharge from School Based Outpatient Services. Therapist will provide resources to the student in the event they wish to seek services in the future.
	* Should the student/family refuse and/or disengage from services the Provider will follow policy to take any necessary steps for discharge/transition planning.
3. To cover the Therapists and their services under its general liability/malpractice insurance policy.
4. That the Therapists will respect and adhere to District procedures (i.e. entrance and egress polices, operating hours, adherence to school rules, including participation in emergency drills, etc.).

## The District agrees:

* 1. To assist the Provider in the development of policies/procedures specific to the delivery of services in a school setting (i.e. entrance and egress polices, ID badges, operating hours, adherence to school rules, including participation in emergency drills).
	2. To provide appropriate office space, that was approved by the county and state, for

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each Therapist that allows for privacy where the Therapist can meet with referred students, their families, and school personnel in a manner that ensures confidentiality of the information exchanged. This private space will be equipped in a manner that supports the use of a landline phone and a laptop computer (with access to the internet).

* + - If, at any time, there is need to change the primary/secondary therapy room another state walkthrough must be completed to obtain approval for the space. The provider cannot provide therapy services if we are not in our approved space.
		- The District is responsible to be sure that the space and equipment shall be well maintained and must meet applicable Federal, State and local requirements for safety, fire, accessibility and health.
	1. To submit a referral according to the Provider policy, for assessment for mental health services.

a. The referral at a minimum shall identify the rationale for the assessment and contact information for the family.

* 1. To excuse students from class in order to attend therapy appointments.
	2. To create a system that allows school personnel to communicate, collaborate and coordinate care with the therapists in instances when a proper release of information is in place.
	3. To promote education on mental health issues for students and staff.
	4. To allow the Therapist to attend appropriate District orientation, training, and meetings so that the Therapist can become familiar with the District's cultural and behavioral approach to managing students with problem behaviors and approach to fostering a positive facility climate.
	5. To give the Therapist access to copying equipment for their use to copy documents needed for their records and to reproduce any materials utilized with the students and families served, or for consultation and training of District staff.
1. **Crisis Response**
* Provider Responsibility
	+ It is important to know that School Based Outpatient Therapist is not a crisis response staff.
	+ School Based Therapists are unable to provide any response to crisis

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situations for students not enrolled in their service.

* + School Based Outpatient Therapist will follow the Provider protocol if a crisis occurs within a therapy session. If there is a crisis during the therapy session the School Based Outpatient Therapist will notify School Personnel as appropriate.
* District Responsibility
	+ For student crises (i.e. suicidality, homicidally, reports of abuse/neglect, etc.) that occur outside of therapy sessions School Personnel will follow District protocols.
	+ For students enrolled in School Based therapy, School staff will inform Therapist upon resolution of the crisis.

## Conflict Resolution

1. **The District and the Provider mutually agree:**
	1. That the Term of this MOU shall be from August 24, 2023 through May 31, 2024, unless this MOU is mutually amended to modify the Term.
	2. That the success of this service requires clear communication and solid collaboration, with an appropriate flow of referrals that promotes student access and supports the needed capacity of each therapist, making it a viable service within each school.
		* Communication regarding referrals should go through the following people at the provider and school district.

Provider Pittsburgh Mercy Number: 412-323-8026

School District Number: \_

* + - Communication regarding ongoing treatment collaboration should go through the following people at the provider and school district.

Provider Pittsburgh Mercy Number: 412-323-8026

School District Number: \_

* 1. To the extent permitted under the laws of the State of PA to mutually indemnify and hold harmless the other organization, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees, and costs related to the investigation or any such claim, action or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the nonperformance or the negligent performance of other party's obligations under this MOU.
	2. This MOU may be amended in writing at any time by mutual agreement of the parties to this MOU. Mutual assessment and evaluation of services shall occur during the period of this MOU, and shall form a basis for decisions regarding continuation and/or revision of MOU services. District and Provider agree to meet with appropriate personnel and

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review the terms of this agreement ongoing to ensure that such terms are being met, recipients are being appropriately identified and planned for in a timely manner and that conflict resolution is occurring as needed.

NOW, THEREFORE, THE PARTIES TO THIS MOU DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:

|  |  |
| --- | --- |
| ***School District:*** |  |
| Superintendent/Designee***Provider Agency*** |  | Witness |  | Date |
| Outpatient Director |  | Witness |  | Date |

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# SHALER AREA SCHOOL DISTRICT

**SECTION: PUPILS TITLE: THREAT ASSESSMENT**

**ADOPTED:**

**No: 236.1**

|  |  |
| --- | --- |
|  | 236.1 - Threat Assessment |
| 1. Purpose | The Board is committed to protecting the health, safety and welfare of its students and the school community and providing the resources and support to address identified student needs. The Board adopts this policy to address student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others. |
| 2. Authority | The Board directs the Superintendent or designee, in consultation with the School Safety and Security Coordinator, to establish a tlu-eat assessment team and develop procedures for assessing and intervening with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others. |
| 3. Definitions | **Behavioral service providers** - includes, but is not limited to, a state, county or local behavioral health service provider, crisis intervention center or psychiatric hospital. The term includes a private service provider which contracts with a state, county or local government to act as a behavioral health agency. |
|  | **Bias** - the attitudes or beliefs we have about a person or group that affects our understanding, actions and decisions in a conscious or subconscious manner. |
|  | **Individualized Management Plan** - a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team's attention, as well as the resources and supports a student might need based on the infonnation gathered during the assessment. |
|  | **Threat assessment-** a fact-based process for the assessment of and intervention with students whose behaviors may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others. |
| 4. Delegation of Responsibility | The Superintendent or designee, in consultation with the School Safety and Security Coordinator, shall appoint the district's Student Assistance Program team to serve as the threat assessment team. |
|  | The Superintendent or designee shall designate a member of the team as team leader for the threat assessment team. |

The threat assessment team shall include the School Safety and Security Coordinator and individuals with expertise in school health; counseling, school psychology or social work; special education and school administration; members of the Student Assistance Program team; behavioral health professionals; suicide prevention coordinators and/or members of the crisis response/crisis intervention team; juvenile probation professionals.

The Superintendent or designee may assign additional staff members or designated community resources to the threat assessment team for assessment and response support.

The Superintendent or designee shall develop and implement administrative regulations to support the threat assessment process.

1. Guidelines

Training

The Superintendent or designee shall ensure that threat assessment team members are provided individual and/or group training annually on the Student Assistance Program process; Youth suicide awareness, prevention and response; Trauma-infonned approach; Safe2Say Something procedures; Multi­ tiered systems of support; Positive Behavioral Intervention and Support.

Threat assessment team training shall be credited toward professional education requirements and school safety and security training requirements for staff, in accordance with applicable law and Board policy.

Infonnation for Students Parents/Guardians and Staff

The district shall annually notify students, staff and parents/guardians about the existence and purpose of the threat assessment team through posting infom1ation on the district website, publishing in handbooks and through other appropriate methods.

The threat assessment team shall make available age-appropriate infonnational materials to students regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Informational materials shall be available for review by parents/guardians.

The threat assessment team shall make available informational materials for school employees regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Information for school employees shall include a list of the staff members who have been appointed to the threat assessment team.

The district shall annually provide mandatory training for school staff on identification or recognition of student behavior that may indicate a tlu·eat to the safety of the student, other students, school employees, other individuals,

school facilities or the community, in accordance with law, Board policy and the standards specified by the state's School Safety and Security Committee.

Reporting and Identification

The threat assessment team shall document, assess and respond to reports received regarding students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.

The threat assessment team shall assist in assessing and responding to reports that are received through the Safe2Say Something Program identifying students who may be a threat to themselves or others.

The threat assessment team shall assist in assessing and responding to repo1ts of students exhibiting self-ha1m or suicide risk factors or warning signs, as identified in accordance with applicable law and Board policy.

When the threat assessment team has made a preliminary detennination that a student's reported behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others, the team shall immediately take the following steps:

* 1. Notify the Superintendent or designee and School Safety and Security Coordinator of the reported threat.
	2. Notify the building principal of the school the student attends of the rep01ted threat, who shall notify the student's parent/guardian of the reported threat.

When a reported student's behavior indicates that there may be an imminent threat to the safety of the student or others, or an emergency situation, a threat assessment team member shall take immediate action, which may include promptly reporting to the appropriate law enforcement agency and school administration.

Where a threat assessment team member has reasonable cause to suspect that a reported situation indicates that a student may be a victim of child abuse, the member shall make a report of suspected child abuse in accordance with law and Board policy.

Inill!i!:Y and Assessment

In investigating, assessing and responding to threat reports, the threat assessment team shall make a detennination if the report should be addressed under one or more specific Board·policies or administrative regulations, based on the subject matter of the repo1t and the requirements oflaw1 regulations and

Board policy, including, but not limited to, rep011s involving:

I. Discrimination/Title IX Sexual Harassment.

1. Bullying/Cyberbullying.
2. Suicide Awareness, Prevention and Response.
3. Hazing.
4. Dating Violence.

Members of the threat assessment team shall engage in an assessment of the repo11ed student behavior that may indicate a threat, in accordance with training and established procedures. This process may include, but is not limited to: Interviewing the student, other students, staff, parents/guardians or others regarding the subject(s) of the reported threat.

1. Interviewing the student, other students, staff, parents/guardians or others regarding the subject(s) of the reported threat.
2. Reviewing existing academic, health and disciplinary records and assignments, as appropriate, regarding the subject(s) of the report.
3. Conducting searches of lockers, storage spaces, and other possessions on school prope11y as applicable, in accordance with applicable law, regulations and Board policy.
4. Examining outside resources such as social media sites, in coordination with law enforcement, or contacting law enforcement, juvenile probation, or community agencies to request additional information about the subject(s) of the report, in accordance with law, regulations and Board policies.
5. Where appropriate, convening the appropriate team to assess and/or address the situation that is the subject of the report, such as the Individualized Education Program (IEP) team, Section 504 Team, Behavior Support team, Student Assistance Program team, or others.

The threat assessment team shall establish and implement procedures, in accordance with the district's Memorandum of Understanding, to address situations where the investigation of a reported threat shall be transferred to the appropriate law enforcement agency.

The threat assessment team may request that the county agency or juvenile probation department consult and cooperate with the team in assessing the student who is the subject of a preliminary detennination regarding a threat.

When assessment of a student's behavior determines that it is not a threat to the stu4ent, other students, school employees, school facilities1 the community or

others, the threat assessment team shall document the assessment and may refer the student to other appropriate resources such as a child study team, the Student Assistance Program team, an IEP or Section 504 Team or other district supports and services.

ResQ\_onse and Intervention

The threat assessment team shall develop an Individualized Management Plan for each student identified and assessed as posing a threat to the student, other students, school employees, school facilities, the community or others. The plan should document the team's evaluation of the threat and recommendations for disposition of the threat, including the infonnation gathered duri.ng the assessment and recommendations for response and intervention.

Following notification to the student's parent/guardian, the tlu·eat assessment team may refer the student to an appropriate program or take action to address the reported situation in accordance with applicable Board policy, which may include, but is not limited to:

1. A referral to the Student Assistance Program.
2. A referral to the appropriate law enforcement agency.
3. An appropriate evaluation to determine whether the student is a qualified student with a disability in need of a Section 504 Service Agreement or in need of special education services tlu·ough an Individualized Education Program (IEP), in accordance with applicable law and Board policy.
4. A referral to the student's IEP Team to review and address the student's IEP and/or Positive Behavior Support Plan. This could include, but is not limited to, a manifestation detern1ination or functional behavioral assessment in accordance with applicable law, regulations and Board policy.
5. A referral to the student's Section 504 Team to review and address the student's Section 504 Service Agreement and/or Positive Behavior Support Plan.
6. With prior parental consent, a refen-al to a behavioral service provider, health care provider or county agency.
7. Addressing behavior in accordance with applicable discipline policies and the Code of Student Conduct.
8. Ongoing monitoring of the student by the threat assessment team, a child study team, Student Assistance Program team or other appropriate school personnel.
9. Taking steps to address the safety of any potential targets identified by the reported threat.

*Safe Schools Incident Reporting* -

For Safe Schools reporting purposes, the ten11 incident means an instance involving an act of violence; the possession of a weapon; the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.

When a reported threat also meets the definition of an incident under the Safe Schools Act, in accordance with reporting requirements, the Superintendent or designee shall immediately report required incidents, if not previously reported by district staff, and may report discretionary incidents committed by students on school propet1y, at any school-sponsored activity or on a conveyance providing transpo11ation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's prope11y, in accordance with state law and regulations, the procedures set forth in the Memorandum of Understanding with local law enforcement and Board policies.

The Superintendent or designee shall notify the parent/guardian, if not previously notified by district staff, of any student directly involved in an incident on school property, at any school-sponsored activity or on a conveyance providing transpo11ation to or from a school or school-sponsored activity, who is a victim or suspect, immediately, as soon as practicable. The Superintendent or designee will inform the parent/guardian whether or not the local police department that has jurisdiction over the school propet1y has been or may be notified of the incident. The Superintendent or designee will document attempts made to reach the parent/guardian.

*Students With Disabilities* -

When repo11ing an incident committed by a student with a disability or referring a student with a disability to a law enforcement agency, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.

Monitoring and Management

If a student has an Individualized Management Plan, the threat assessment team shall monitor the Individualized Management Plan and coordinate with the designated team or resource to provide support and follow-up assessment as necessary. Follow-up assessments, referrals, re-entry plans and other suppo11s shall be documented as part of the student's Individualized Management Plan.

The threat assessment team, in coordination with other appropriate teams and supports, shall dete1mine when the student's Individualized Management Plan is no longer needed for disposition of the threat(s), and may transfer appropriate infonnation in accordance with applicable law, regulations and Board policy.

Records Access and \_Confide\_ntiality

In order to carry out their duties and facilitate the timely assessment of and intervention with students whose behavior may indicate a tlu·eat, the threat assessment team shall have access to the following student infonnation to the extent pennitted under applicable law and regulations:

1. Student health records.
2. Prior school disciplinary records.
3. Records related to adjudication under applicable law and regulations.
4. Records of prior behavioral or mental health or psychological evaluations or screenings maintained by the district.
5. Other records or info1mation that may be relevant to evaluating a threat or determining treatment or referral options for a student that are maintained by the district.

The threat assessment team shall use all infom1ation or records obtained in fulfilling the team's duty in accordance with law to evaluate a threat or to recommend disposition of a threat. Team members shall not redisclose any record or infonnation obtained or otherwise use any record of a student beyond the purpose for which the disclosure was made to the team, in accordance with law.

The threat assessment team shall maintain confidentiality and handle all student records in accordance with applicable law, regulations, Board policy, the Student Records Plan and the district's legal and investigative obligations.

Tlu·eat assessment members whose other assignments and roles require confidentiality of specific student communications, in accordance with law, shall ensure that all confidential communications and infom1ation are addressed in accordance with applicable law, regulations, Board policy and administrative regulations.

Annual Board Renort

The threat assessment team shall provide the required information to the Superintendent, in consultation with the School Safety and Security Coordinator, to annually develop and present to the Board, at an executive session, a repo11 outlining the district's approach to threat assessment, which shall include:

1. Verification that the district's threat assessment team and process complies with applicable law and regulations.
2. The number of threat assessment teams assigned in the district, and their composition.
3. The total number of threats assessed that year.
4. A summary of interactions with outside law enforcement agencies, juvenile probation and behavioral service providers.
5. An assessment of the district's threat assessment team(s) operation.
6. Recommendations for improvement of the district's threat assessment processes.
7. Any additional infonnation required by the Superintendent or designee.

The annual threat assessment report shall be presented as part of the annual report to the Board by the School Safety and Security Coordinator on district safety and security practices.

The threat assessment team's infonnation addressing ve1ification of compliance with law and regulations, the number of threat assessment teams assigned in the district and their composition, the total number of threats assessed that year, and additional infonnation required by the Superintendent or designee shall be included in the School Safety and Security Coordinator's annual report on district safety and security practices that is submitted to the state's School Safety and Security Committee.

# SHALER AREA SCHOOL DISTRICT

**SECTION: OPERATIONS**

**TITLE: SCHOOL SECURITY PERSONNEL ADOPTED:**

**No: 805.2**

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| --- | --- |
|  | 805.2 - School Security Personnel |
| 1. Authority | The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities. |
| 2. Definitions | **School security personnel** - school police officers, school resource officers and school security guards. |
|  | **Independent contractor** - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the district for the purpose of performing school security services. |
| 4. Delegation of Responsibility | The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law. When a vacancy occurs in the role of the School Safety and Security Coordinator, the Superintendent shall appoint another school administrator to serve as the School Safety and Security Coordinator within thirty (30) days of the vacancy and shall notify the Board regarding the appointment. |
|  | The Superintendent or designee shall submit the name and contact infonnation for the appointed School Safety and Security Coordinator to the state's School Safety and Security Committee within thirty (30) days of the appointment. |
|  | The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following: |
|  | 1. Oversee all School Resource Officers (SROs) and School Security Guards. |
|  | 2. Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security. |
|  | 3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying awareness, substance use awareness, emergency procedures and training drills, and identification or recognition of student behavior that may indicate a threat to the safety oftl1e stude1!t,\_9ther students, school employ s, other individuals, school |

facilities or the community, in accordance with the standards established by the state's School Safety and Security Committee and the requirements of applicable law and regulations.

1. Coordinate a tour of the district's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.
2. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
3. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.
4. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable.

The School Safety and Security Coordinator shall, within one (1) year of appointment, complete required training as specified by the state's School Safety and Security Committee for serving in the role of a School Safety and Security Coordinator. This training shall be in addition to other training requirements for school administrators.

By June 30 of each year, the School Safety and Security Coordinator shall make a rep011 to the Board at an executive session on the district's current safety and security practices and identify strategies to improve school safety and security.

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

* 1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and additional information on threat assessment required by the Superintendent or designee, in accordance with board policy.
	2. Repo11s of required emergency preparedness, fire, bus evacuation and school security drills.
	3. Infonnation on required school safety and security training and resources provided to students and staff.
	4. Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
	5. Office for Safe Schools reports for the previous year(s) and/or data collected to date for the cmTent year.
	6. Updates regarding the district's Memorandum of Understanding with local law enforcement agencies.
	7. Updates to laws, regulations and/or Board policies related to school safety and security.
	8. Infonnation on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
	9. Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report shall be submitted to the state's School Safety and Security Committee.

The Superintendent or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in perfo1mance of their duties only if, and to the extent, authorized by the Board, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer or in a contract with an independent contractor or third-party vendor approved by the Board.

**School Resource Officers (SROs)**

The district shall establish an agreement with municipal police, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active ce1tified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriffs office and the disttict.

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

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Assist in developing Board policy, administrative regulations or

procedures which address crime, and recommending procedural changes.

1. Develop and educate students in crime prevention and safety.
2. Train students in conflict resolution, restorative justice and crime awareness.
3. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.
4. Develop or expand community justice initiatives for students.
5. Other duties as agreed upon between the district and municipal agency.

Prior to assignment in the district, the district shall confinn that the law enforcement agency has completed a law enforcement agency background investigation and received the SRO's separation record, when required, in compliance with applicable law and regulations. The district shall coordinate with the law enforcement agency in making required reports regarding hi1ing and separation, and maintaining all required records, in accordance with applicable law and regulations.

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

**School Securi!Y Guards**

The dishict shall contract for one or more school secmity guards, in accordance with the provisions of law.

School security guard - an individual employed by the dishict or a third-party vendor or an independent contractor who is assigned to a school for routine safety and security duties and has not been granted powers by the court to issue citations, detain individuals or exercise the same powers as exercised by police of the municipality in which the school property is located, in accordance with law. An independent contractor or individual employed by a third-party vendor contracted with the district shall meet the requirements of contracted services personnel, in accordance with Board policy and the provisions of applicable law.

*Background Checks* -

Prior to receiving an offer of employment, all school security guards shall comply with the requirements for background checks/certifications and employment history reviews for all school employees, in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for school security guards employed by the district and Board policy 818 for school security guards employed by an independent contractor or third-party vendor.

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school security guards employed by the district and shall review a background investigation conducted for all school security guards employed by an independent contractor or third­ party vendor.

Following an offer of employment, the district shall request the separation record for a school security guard employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency.

*Requirements* -

School security guards shall provide the following services, as directed by the district:

1. School safety suppo1t services.
2. Enhanced campus supervision.
3. Assistance with disruptive students.
4. Monitoring visitors on campus.
5. Coordination with law enforcement officials including SROs.
6. Security functions which improve and maintain school safety.

School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Board policy.

# SHALER AREA SCHOOL DISTRICT

**SECTION: OPEATIONS TITLE: EMERGENCY PREPAREDNESS**

**ADOPTED: AUGUST 19, 1998**

**REVISED: JULY 18, 2007; FEBRUARY 19, 2014**

**No: 805**

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|  | 805. EMERGENCY PREPAREDNESS |
| 1. Purpose | The Board recognizes its responsibility to safeguard the health and welfare of District students and employees. Therefore, the Board shall provide the facilities, equipment, and training necessary to minimize the effects of all hazards and emergencies, including but not limited t\_o natural disasters, hazardous chemicals, fires, weapons, bomb threats, terrorism, communicable diseases, and pandemics. Advance planning and comprehensive implementation are key components in ensuring the protection of the school community. |
| 2. Authority | The District, in cooperation with the county Emergency Management Agency and the Pennsylvania Management Agency (PMEA), shall develop and implement a comprehensive disaster response and emergency preparedness plan, consistent with the guidelines developed by the Pennsylvania Emergency Management Agency and other applicable state requirements. |
|  | The Board shall also utilize the resources of and comply with the requirements of the Pennsylvania Department of Health and the Pennsylvania Department of Education. |
|  | The Board requires that emergency preparedness, emergency evacuation and school security drills be conducted at intervals required by state law. |
| 3. **Definitions** | **School security drill** - **a planned exercise, other than a fire drill or natural disaster drill, designed to practice procedures to respond to an emergency situation that may include, but is not limited to, an act of terrorism, armed intruder situation or other violent threat.** |
|  | **School Safety and Security Assessment** - **a strategic evaluation of a school entity's facilities and programs used to identify potential safety and security threats.** |
| 4. Delegation of Responsibility | The Superintendent or designee shall collaborate with relevant stakeholders, including parents/guardians, staff, community agencies and first responders, during the development and implementation of the emergency preparedness plan. |
|  | The Superintendent or designee shall implement a communication system tonotify parents/guardians of students and to alert the entire school community when necessary. |

Annually, on or before April 10, the Superintendent shall certify that emergency and evacuation drills **and school security drills** have been conducted in the manner prescribed by law.

In accordance with state law and regulations, the Superintendent shall execute a memorandum of understanding with each local police department that has jurisdiction over school property.

**The Board directs the School Safety and Security Coordinator to periodically complete a School Safety and Security Assessment in accordance with the provisions of law and established criteria based on the needs of the district and availability of funding and resources.**

1. Guidelines

**Emergency Planning**

The emergency preparedness plan shall be accessible in each district building, be reviewed at least annually, and be modified as necessary. A copy of the plan shall be provided to the county Emergency Management Agency, each local police department and each local fire department that have jurisdiction over school property. **The district shall obtain assurances from each appropriate agency that the emergency preparedness plan will be safeguarded and maintained confidentially.**

**Appropriate information regarding the emergency preparedness plan shall be communicated to students, parents/guardians, staff, the comniunity and other relevant stakeholders.**

Annually, by September 30, the district shall assemble information required to assist local police and fire departments in responding to an emergency. The required information shall be deployed immediately to the Incident Command Post in the event of an emergency incident or disaster.

**Schools and school buses or transportation vehicles owned or leased by the district shall be made available to local, county and state officials for emergency planning and exercises.**

Continuity of Student Learning/Core Operations

In the event of an emergency, local, county, or state officials may require that schools be closed to serve as mass-care facilities or to mitigate the spread of infection or illness. Local county or state officials may also utilize district­ owned buses and other transportation vehicles. **The Superintendent or**

**designee shall determine whether schools shall be closed, or the educational**

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**program suspended, to safeguard student and staff health and safety.**

**State officials may also direct schools to close in order to mitigate the spread of infection or illness in designated emergencies.**

The District shall make provisions in the emergency preparedness plan **and any applicable health and safety plan** for the continuity of student learning during school closings or excessive absences, **in accordance with law. This may include, as appropriate, activities qualifying as instructional days for fulfilling the minimum required days of instrnction under the law.**

**Instructional activities may include web-based instruction.**

The continuity of core operations such as payroll and ongoing communication with students and parents/guardians shall be an essential part of the emergency preparedness plan.

Education and Training

Students and staff members shall be instructed and shall practice how to respond appropriately to emergency situations.

Effective infection control and prevention education and procedures, such as frequent hand washing and cough/sneeze etiquette, shall be encouraged continually to help limit the spread of germs at district schools.

**The district shall provide mandatory training for school staff on school safety and secu.-ity, in accordance with law and the standards specified by the state's School Safety and Security Committee:**

* 1. **Two (2) hours of required training addressing any combination of one**

**(l) or more of the following areas shall be completed each year, in person or virtually:**

1. **Situational awareness.**
2. **Trauma-informed approaches.**
3. **Behavioral health awareness.**
4. **Suicide and bullying awareness.**
5. **Substance use awareness.**
	1. **One (1) hour of training in the following areas shall be completed each year:**
		1. **Emergency training drills, including fire, natural disaste1·, active shooter, hostage situation and bomb threat. This training must be conducted in person.[32]**
		2. **Identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities, or the**

**community. This training may be conducted in person or virtually.**

The required school safety and security training shall be credited toward professional education requirements, in accordance with law and the district's Professional Education Plan.

Reguired Drills

*Emergency Preparedness Drill* -

The Board directs each district school to conduct a disaster response or emergency preparedness plan drill at least annually, in accordance with the provisions oflaw.

*Fire Drills* -

The Board directs each district school to conduct fire drills at least once a month during the school year, in accordance with provisions oflaw.

*School Security Drills* -

The Board directs each district school to conduct a school security drill within ninety (90) days of the beginning of each school year. The school security drill shall be conducted while school is in session, with students present.ill

The school security drill may take the place of a fire drill for the mouth in which it is conducted.

The Superintendent or designee shall conduct additional school security drills in district schools after the first ninety (90) days of the school year. Up to two (2) additional school security drills per school year may be conducted in place of the required fire drills for the month in which they are conducted.

The Superintendent or designee shall:

1. Oversee instruction and training of students and school employees in procedures for conducting school security drills and responding to emergency situations.
2. Notify and request assistance from local law enforcement and the emergency management agency prior to conducting a school security drilJ.
3. Notify parents/guardians of the students attending the school building where the school security drill is scheduled in advance of conducting the drill.

*Bus Evaluation Drills* -

Bus evacuation and safety drills shall be conducted twice a year, in accordance with the provisions oflaw.

**Safe2Say Something Program**

**The Board directs the Superintendent or designee to develop procedures for assessing and responding to reports received from the Safe2Say Something anonymous reporting program, in accordance with law. The procedures shall establish a framework within which district administration and staff will respond to program reports, coordinate with the county emergency dispatch center(s) and local law enforcement and provide appropriate assessment and response for the safety and security of students, staff and school facilities, in accordance with applicable law and Board policy and administrative regulations.**

References:

School Code - 24 P.S. Sec. 1302.1-A, 1303-A, 1517, 1518

State Board of Education Regulations - 22 PA Code Sec. 10.11, 10.24 Disaster Prevention - 35 Pa. C.S.A. Sec. 7701

Pennsylvania Consolidated Statutes Annotated - 35 Pa. C.S.A. Sec. 7701 Board Policy 810

NOTES:

False alarms - 18 Pa. C.S.A. Sec. 4905, 4906

# SHALER AREA SCHOOL DISTRICT No: 808

**SECTION: OPERATIONS TITLE: FOOD SERVICES ADOPTED: AUGUST 19, 1998**

**REVISED: APRIL 16, 2003; DECEMBER 10, 2008; MAY 12, 2010; JUNE 21, 2017; AUGUST 16, 2023**

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|  | 808. FOOD SERVICES |
| 1. Purpose | The Board recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day. |
| 2. Authority | The food service program shall be operated in compliance with all applicable state and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA). |
|  | The district shall ensure that, in the operation of the food service program, no student, staff member, or other individual shall be discriminated against on the basis ofrace, color, national origin, age, sex, or disability. |
|  | Food sold by the school may be purchased by students and district employees but only for consumption on school premises or at school-sponsored events. The price charged to students shall be establtshed annually by the district in compliance with state and federal laws. |
|  | Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A nonprogram food shall be defined as a food or beverage, other than a reimbursable meal or snack, which is sold at the school and is purchased using funds from the child nutrition account. Nonprogram foods include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account. |
| 3. Delegation of Responsibility | Operation and supervision of the food service program shall be the responsibility of the Director of Business Affairs **and Food Services Director.** |
|  | The individual responsible for the operation and supervision of the food service program, shall present to the Board each month for its approval a statement of receipts and expenditures for cafeteria funds. |
|  | Cafeterias shall be operated on a nonprofit basis. A periodic review of the cafeteria accounts shall be made by the Director of Business Affairs **and auditor.** |
|  | The individual responsible for the operation and supervision of the food service program shall ensure that school meals meet the standards required by the School Breakfast Program, the National School Lunch Program and the Special Milk Program. |

The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs.

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

The Superintendent or designee shall annually notify students, parents/guardians and employees concerning the contents of this policy and applicable administrative regulations. Notification shall include information related to nondiscrimination.

1. Guidelines

To reinforce the district's commitment to nutrition and student wellness, foods served in school cafeterias shall:

1. Be carefully selected to contribute to students' nutritional well-being and health.
2. Meet the nutrition standards specified in law and regulations and approved by the Board.
3. Be prepared by methods that will retain nutritive quality, appeal to students, and foster lifelong healthy eating habits.
4. Be served in age-appropriate quantities, at reasonable prices.

**The district shall use USDA Foods for school menus available under the Child Nutrition USDA Foods Programs.**

All funds derived from the operation, maintenance or sponsorship of the food service program shall be deposited in the separate cafeteria fund, in the same manner as other district funds. Such funds shall be expended in the manner approved and directed by the Board. District advances to the food service program may be returned to the district's general fund from any surplus resulting from its operation.

**Surplus accounts shall be used only for the improvement and maintenance of the cafeteria.**

Free/Reduced-Price Meals and Free Milk

**The dist.-ict shall prnvidc free and reduced-price meals and/or free milk to students in accordance with the terms and conditions of the National School Lunch Program, the School Breakfast Program, and the Special Milk Program.**

**The district shall conduct direct certification three (3) times per year using the Pennsylvania Student Eligibility System (PA-SES) to identify students who arc eligible for free school meal benefits without the need for submission of a household application. Direct certification shall be conducted:**

* 1. **At or arnund the be2innin2 of the school year.**
		1. **Three (3) months after the initial effort.**
		2. **Six (6) months after the initial effort.**

**The district may also conduct direct certification on a weekly or monthly basis.**

Accommodating Students With Special Dietary Needs

The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.

School Meal Service and Accounts

To ensure the effective operation of the district's food service program and deliyery of school food program meals to students, the district shall:

1. Assign individual school meal accounts to each student for the purchase of meals served in school cafeterias, which ensure that the identity of each student is protected.
2. Notify parents/guardians when the student's school meal account reaches a low balance.
3. Notify parents/guardians when the student's school meal account reaches a negative balance. The notice shall include infonnation on payment options.
4. Provide a school food program meal to each student who does not have the money to pay for the school food program meal or who has a negative balance in their school meal account, except when the student's parent/guardian has specifically provided written notice to the district to withhold a school food program meal.

When a student owes money for five (5) or more school food program meals, the district shall make at least two (2) attempts to contact the student's parent/guardian and shall provide the application for free/reduced-price school meal benefits to the parent/guardian to apply for benefits under federal school meal programs. The district shall offer assistance to parents/guardians with applying for free/reduced­ price school meal benefits.

Communications regarding a low balance or money owed by a student for school meals shall be made to the student's parent/guardian.

School staff may communicate a low balance or money owed by a student for school meals to a student in grades 9-12; such communication shall be made to the individual student in a discreet manner.

The district shall be\_2\_ermitted to contact the student's parent/guardian by means of a

letter addressed to the parent/guardian that is delivered by the student. District schools shall be prohibited from:

1. Publicly identifying or stigmatizing a student who cannot pay for a school food program meal or who has a negative school meal account balance. It shall not constitute public identification or stigmatization of a student for a school to restrict privileges and activities of students who owe money for school meals if those same restrictions apply to students who owe money for other school-related purposes.
2. Requiring a student who cannot pay for a school food program meal to perform chores or other work to pay for the meal, unless chores or other work are required of all students regardless of their ability or inability to pay for a school food program meal.
3. Requiring a student or school staff to discard a school food program meal after it was served to the student due to the student's inability to pay for the meal or due to a negative school meal account balance.

This policy and any applicable procedures or administrative regulations regarding school meal charges and school meal accounts shall be communicated annually to school administrators, school food service personnel, other appropriate school staff and contracted food service personnel.

The district shall provide parents/guardians with a written copy of this policy and any applicable procedures or administrative regulations at the start of each school year, when a student enrolls in school after the start of the school year, and when a parent/guardian is notified of a negative school meal account balance.

The district shall annually inform parents/guardians, students and staff about the contents of this policy and any applicable procedures via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Collection of Unpaid Meal Charges

Reasonable efforts shall be made by the district to collect unpaid meal charges from parents/guardians. Effo1is taken in the collection shall not have a negative impact on the student involved but shall focus primarily on the parents/guardians responsible for providing funds for meal purchases.

Procurement

Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.

Professional Standards for Food Service Personnel

The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, **professional standards** include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district­ operated food service programs and contracted food service programs.

School Food SafetYl.!lffiections

The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.

The district shall post the most recent inspection repo11 and release a copy of the report to members of the public, upon request.

School Food Safety Program

The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodbome illness among students.

The district shall maintain proper sanitation and health standards in food storage, preparation and service, in accordance with applicable state and local laws and regulations and federal food safety requirements.

References:

School Code- 24 P.S. Sec. 504, 807.1, 1335, 1337

Food Protection - 3 Pa. C.S.A. Sec. 5713

National School Lunch Program -42 U.S.C. Sec. 1751 et seq. School Breakfast Program -42 U.S.C. Sec. 1773

Healthy, Hunger-Free Kids Act of2010- P.L. 111-296

Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations- 2 CFR Part 200

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, Title 7, Code of Federal Regulations- 7 CFR Part 15

National Food Service Programs, Title 7, Code of Federal Regulations - 7 CFR Part 210, Part 215, Part 220, Part 245

U.S. Department of Agriculture Food and Nutrition Service (FNS) Instruction 113-1

Board Policy- 000, 103, 103\_.\_1 **11},** 209.1, 246,610, 626 \_

# SHALER AREA SCHOOL DISTRICT

**SECTION: OPERATIONS**

**TITLE: ACCEPTABLE USE OF INTERNET, COMPUTERS** & **NETWORK RESOURCES ADOPTED: AUGUST 19, 1998**

**REVISED: DECEMBER 12, 2001; JUNE 30, 2003; MAY 18, 2005; JULY 16, 2008;**

**DECEMBER 10, 2008; DECEMBER 9, 2009; SEPTEMBER 15, 2010; NOVEMBER 12, 2014**

**No: 815**

815. ACCEPTABLE USE OF INTERNET, COMPUTERS & NETWORK RESOURCES

1. Purpose
2. Definitions

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

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

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

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

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

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

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

**Computer** - **for purposes of this policy, district computers include any electronic device owned or leased by the district that has the capability to create, play or edit text, audio and video data; transmit or receive messages,**

**text, data or images; operate sofhvare or online applications; or provide a wired or wireless connection to the Internet.**

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

Harmful to minors - under federal law, is any picture, image, graphic image file or other visual depiction that:

* 1. Taken as a whole, with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
	2. Depicts, describes or represents in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or lewd exhibition of the genitals; and
	3. Taken as a whole lacks serious literary, artistic, political or scientific value as to minors.

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

1. Predominantly appeals to the prurient, shameful, or morbid interest of minors;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and
3. Taken as a whole lacks serious literary, artistic, political, educational or scientific value for minors.

Obscene - any material or performance, if:

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

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

1. Authority

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

retrieved via the Internet.

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

Pol. 218, 233, 37 I The Board declares that **dist.-ict Internet,** computer and network use is a privilege, not a right. The district's computer and network resources are the property of the district. Users shall have no expectation of privacy in anything they create, store, send, **delete, access,** receive or display on or over the district's Internet, computers or network resources, including personal files or any use of the district's Internet, computers or network resources. This applies to district issued equipment used both within and outside of the school district. The district reserves the right to monitor, track, inspect and log network access and use **on district computers and network resources;** monitor fileserver space **and file storage** utilization by district users; or deny access to prevent unauthorized, inappropriate or illegal activity and may revoke access privileges and/or administer appropriate disciplinary action. The district shall cooperate to the extent legally required with the **ISP,** local, state and federal officials in any investigation concerning or related to the misuse of the district's Internet, computers and network resources.

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

The Board establishes the following **list of subject areas as inappropriate matter,** in addition to those stated in law and defined in this policy, **which shall not be accessed by minors:**

* **Hate Speech**
* Lewd, vulgar, or profane.
* Threatening.
* Harassing or discriminatory.
* Bullying.
* **Consisting of/Relating to \Veapons**
* **Terroristic**

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

Upon request by students or staff, the Superintendent or designee shall expedite a review and may authorize the **adjustment of technology protection measures to enable access to material that is blocked or filtered but is not prohibited by this policy.**

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

1. Delegation of Responsibility

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

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

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

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

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

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

Building principals shall make initial determinations of whether inappropriate use has occurred and **may consult with the Superintendent or designee and the school solicitor when necessary.**

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

1. Utilizing a technology protection measure that blocks or filters Internet access for minors and adults to certain visual depictions that are obscene, child pornography, harmful to minors with respect to use by minors, or determined inappropriate for use by minors by the Board.
2. Maintaining and securing a usage log.
3. Monitoring online activities of minors **on district computers and network resources.**

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

1. Interaction with other individuals on social networking web sites and in chat rooms.
2. Cyberbullying awareness and response.
3. Guidelines

**District computers and** network accounts shall be used only by the authorized **user of the computer or** account for its approved purpose. Network users shall respect the privacy of other users on the system.

Safety

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

Internet safety measures shall effectively address the following:

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

Prohibitions

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

**and/or network resources:**

1. Facilitating illegal activity.
2. Commercial or for-profit purposes.
3. Non-work or non-school related work.
4. Product advertisement or political lobbying.
5. Bullying/Cyberbullying.
6. Hate mail, discriminatory remarks, **harassment** and offensive or inflammatory communication.
	1. Unauthorized or illegal installation, distribution, reproduction, or use of copyrighted materials.
7. Accessing, sending, receiving, transferring, viewing, sharing or downloading obscene, pornographic, lewd, or otherwise illegal materials, images or photographs.
8. Access by students and minors to material that is hannful to minors or is determined inappropriate for minors in accordance with Board policy.
9. Vulgar language or profanity.
10. Transmission of material **that a reasonable person would know** to be offensive or objectionable to recipients.
11. Intentional obtaining or modifying of files, passwords, and data belonging to other users.
12. Impersonation of another user, anonymity, and pseudonyms.
13. Fraudulent copying, communications, or modification of materials in violation of copyright laws.
14. Loading or using of unauthorized games, programs, files, or other electronic media.
15. Disruption of the work of other users.
16. Destruction, modification, abuse or unauthorized access to network hardware, software, systems and files.
17. Accessing the Internet, district computers or other network resources without authorization.
18. Disabling, adjusting or bypassing the Internet blocking/filtering technology protection measure(s) without authorization.
19. Accessing, sending, receiving, transferring, viewing, sharing, **deleting** or downloading confidential information without authorization.

Security

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

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

CoQYright

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

District Web Site

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

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

***Accessibility-***

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

* 1. **Including alternate text descriptions or captions for images.**
	2. **Including captions for video content.**
	3. **Avoiding text that is posted as an image or conveyed using only color cues.**
	4. **Creating links and attachments in formats that are accessible to screen readers and other assistive tech11olo2V and may be accessed throu2h**

**keyboard or speech navigation.**

* 1. **Formatting text so that it is accessible to screen readers and other assistive technology and may be accessed through keyboard or speech navigation.**

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

Consequences For Inappropriate Use

**Users of district computers and network resources** shall be responsible for damages to the equipment, systems, **platforms** and software resulting from deliberate or willful acts.

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

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

Vandalism shall result in loss of access privileges, disciplinary action, **and/or referral to legal authorities.** Vandalism is defined as any malicious attempt to harm or destroy data of another user, the district, the Internet or other networks; this includes but is not limited to uploading or creating computer viruses.

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

References:

School Code - 24 P.S. Sec. 1303.1-A

PA Crimes Code - 18 Pa. C.S.A. Sec. 5903, 6312

Child Internet Protection Act- 24 P.S. Sec. 4601 et seq.

U.S. Copyright Law- 17 U.S.C. Sec. 101 et seq.

Sexual Exploitation and Other Abuse of Children - 18 U.S.C. Sec. 2256 Enhancing Education Through Technology Act- 20 U.S.C. Sec. 6777 Internet Safety, Children's Internet Protection Act - 47 U.S.C. Sec. 254 Children's Internet Protection Act Certifications, Title 47, Code of Federal

Regulations - 47 CFR Sec. 54.520

Board Policy-103, 103.1, 104,218,218.2, 220,233,237,248,249,317,348,814

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