

Book	Policy Manual
Section	200 Pupils
Title	Attendance
Code	204 Vol VI 2025
Status	First Reading
Adopted	October 24, 2017
Last Revised	February 28, 2023

Purpose

The Board recognizes that attendance is an important factor in educational success, and supports a comprehensive approach to identify and address attendance issues.[1]

Authority

The Board requires the attendance of all students during the days and hours that school is in session, except that temporary student absences may be excused by authorized district staff in accordance with applicable laws and regulations, Board policy and administrative regulations.[2][3][4][5][6][7]

Definitions

Compulsory school age shall mean the period of a student's life from the time the student's person in parental relation elects to have the student enter school, which shall be no later than six (6) years of age, until the student reaches eighteen (18) years of age. The term does not include a student who holds a certificate of graduation from a regularly accredited, licensed, registered or approved high school.[8][9]

Habitually truant shall mean six (6) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[8]

Truant shall mean having incurred three (3) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[8]

Person in parental relation shall mean a:[8]

1. Custodial biological or adoptive parent.
2. Noncustodial biological or adoptive parent.
3. Guardian of the person of a student.
4. Person with whom a student lives and who is acting in a parental role of a student.

This term shall not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child as defined by law.[10]

School-based or community-based attendance improvement program shall mean a program designed to improve school attendance by seeking to identify and address the underlying reasons for a student's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code.[8]

Delegation of Responsibility

The Superintendent or designee shall annually notify students, persons in parental relation, staff and

{X } local children and youth agency

{X } local magisterial district judges

about the district's attendance policy by publishing such policy in student handbooks and newsletters, on the district website and through other efficient communication methods.[1][11]

~~{ } The Superintendent shall require the signature of the person in parental relation confirming that the policy has been reviewed and that the person in parental relation understands the compulsory school attendance requirements.~~

The Superintendent or designee, in coordination with the

{X } building principal,

{X } Attendance Officer,

{X } Home and School Visitor,

{X } (other) Assistant Principals and Special Education Director.

shall be responsible for the implementation and enforcement of this policy.

The Superintendent or designee shall develop administrative regulations for the attendance of students which:

1. Govern the maintenance of attendance records in accordance with law.[12][13]
2. Detail the process for submission of requests and excuses for student absences.
3. Detail the process for written notices, School Attendance Improvement Conferences, School Attendance Improvement Plans, and referrals to a school-based or community-based attendance improvement program, the local children and youth agency, or the appropriate magisterial district judge.
4. Clarify the district's responsibility for collaboration with nonpublic schools in the enforcement of compulsory school attendance requirements.
5. {X } Ensure that students legally absent have an opportunity to make up work.

Guidelines

Compulsory School Attendance Requirements

All students of compulsory school age who reside in the district shall be subject to the compulsory school attendance requirements.[2]

A student shall be considered in attendance if present at any place where school is in session by authority of the Board; the student is receiving approved tutorial instruction, or health or therapeutic services; the student is engaged in an approved and properly supervised independent study, work-study or career education program; the student is receiving approved homebound instruction; or the student's placement is instruction in the home.[2][5][14][15][16][17][18][19][20]

The following students shall be excused from the requirements of attendance at district schools, upon request and with the required approval:

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance. [3][4][21]
2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.[2][22]
3. Students attending college who are also enrolled part-time in district schools.[23]
4. Students attending a home education program or private tutoring in accordance with law. [2][18][24][25][26][27]
5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved.[2]
6. Students fifteen (15) years of age, as well as students fourteen (14) years of age who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.[4]
7. Students sixteen (16) years of age regularly engaged in useful and lawful employment during the school session and holding a valid employment certificate. Regularly engaged means thirty-five (35) or more hours per week of employment.[4][15]

Excused/Lawful Absence

For purposes of this policy, the following conditions or situations constitute reasonable cause for absence from school:

1. Illness, including if a student is dismissed by designated district staff during school hours for health-related reasons.[3][6]
2. Obtaining professional health care or therapy service rendered by a licensed practitioner of the healing arts in any state, commonwealth or territory.[3]
3. Quarantine.
4. Family emergency.
5. Recovery from accident.
6. Required court attendance.
7. Death in family.
8. Participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group, upon prior written request.[1][3]

9. {X } Participation in a musical performance in conjunction with a national veterans' organization or incorporated unit, as defined in law, for an event or funeral.[3]
 - a. The national veterans' organization or incorporated unit must provide the student with a signed excuse, which shall include the date, location, and time of the event or funeral.
 - b. The student shall furnish the signed excuse to the district prior to being excused from school.
10. {X } Observance of a religious holiday observed by a bona fide religious group, upon prior written request from the person in parental relation.[28]
11. {X } Nonschool-sponsored educational tours or trips, if the following conditions are met:[3][29]
 - a. The person in parental relation submits the required documentation for excusal prior to the absence, within the appropriate timeframe.
 - b. The student's participation has been approved by the Superintendent or designee.
 - c. {X } The adult directing and supervising the tour or trip is acceptable to the person in parental relation and the Superintendent.
 - d. {X } (other) All work is to be submitted three days at the return of school.
12. {x } College or postsecondary institution visit, with prior approval.
13. Other urgent reasons that may reasonably cause a student's absence, as well as circumstances related to homelessness, foster care and other forms of educational instability.[3][6][30]

The district may limit the number and duration of

{x } nonschool-sponsored educational tours or trips (10 School Days)

{x } college or postsecondary institution visits (5 School Days)

for which excused absences may be granted to a student during the school year.

Temporary Excusals –

The following students may be temporarily excused from the requirements of attendance at district schools:

1. Students receiving tutorial instruction in a field not offered in the district's curricula from a properly qualified tutor approved by the Superintendent, when the excusal does not interfere with the student's regular program of studies.[2][14][18]
2. Students participating in a religious instruction program, if the following conditions are met:[28][31]
 - a. The person in parental relation submits a written request for excusal. The request shall identify and describe the instruction, and the dates and hours of instruction.

- b. The student shall not miss more than thirty-six (36) hours per school year in order to attend classes for religious instruction.
- c. Following each absence, the person in parental relation shall submit a statement attesting that the student attended the instruction, and the dates and hours of attendance.

3. School age children unable to attend school upon recommendation of the school physician and a psychiatrist or school psychologist, or both, and with approval of the Secretary of Education.[21]

Parental Notice of Absence –

Absences shall be treated as unexcused until the district receives a written excuse explaining the absence, to be submitted within

☒ three (3)

☐ five (5)

☐ (other) _____

days of the absence.

A maximum of

☐ eight (8)

☒ ten (10)

☐ (other) _____

days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond

☐ eight (8)

☒ ten (10)

☐ (other) _____

cumulative days shall require an excuse from a licensed practitioner of the healing arts.

Unexcused/Unlawful Absence

For purposes of this policy, absences which do not meet the criteria indicated above shall be permanently considered unexcused.

An out-of-school suspension may not be considered an unexcused absence.[8]

Parental Notification –

District staff shall provide prompt notice to the person in parental relation upon each incident of unexcused absence.

Enforcement of Compulsory Attendance Requirements

Student is Truant –

When a student has been absent for three (3) days during the current school year without a lawful excuse, district staff shall provide notice to the person in parental relation who resides in the same household as the student within ten (10) school days of the student's third unexcused absence.[32]

The notice shall:[32]

1. Include a description of the consequences if the student becomes habitually truant;
2. Be in the mode and language of communication preferred by the person in parental relation **and:**
 - a. **Include notice that a habitually truant student may not transfer, during the school year, to a cyber charter school unless a judge determines that the transfer is in the best interest of the student; and**
 - b. **Include resources available to assist the student and the person in parental relation with returning the student to compliant compulsory attendance and opportunities for academic recovery in response to the truant behavior.**

When **the notice is** transmitted to a person who is not the biological or adoptive parent, **it shall** also be provided to the student's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.[32]

The notice may include the offer of a School Attendance Improvement Conference.[32]

If the student incurs additional unexcused absences after issuance of the notice and a School Attendance Improvement Conference was not previously held, district staff shall offer a School Attendance Improvement Conference.[32]

School Attendance Improvement Conference (SAIC) -

District staff shall notify the person in parental relation in writing and by telephone of the date and time of the SAIC.[32]

The purpose of the SAIC is to examine the student's absences and reasons for the absences in an effort to improve attendance with or without additional services.[8]

The following individuals shall be invited to the SAIC:[8]

1. The student.
2. The student's person in parental relation.
3. Other individuals identified by the person in parental relation who may be a resource.
4. Appropriate school personnel.
5. Recommended service providers.

Neither the student nor the person in parental relation shall be required to participate, and the SAIC shall occur even if the person in parental relation declines to participate or fails to attend the scheduled conference.[32]

The outcome of the SAIC shall be documented in a written School Attendance Improvement Plan. The Plan shall be retained in the student's file. A copy of the Plan shall be provided to the person in parental relation, the student and appropriate district staff.[32]

The district may not take further legal action to address unexcused absences until the scheduled SAIC has been held and the student has incurred six (6) or more days of unexcused absences. [32]

Student is Habitually Truant –

When a student under fifteen (15) years of age is habitually truant, district staff:[33]

1. Shall refer the student to:
 - a. A school-based or community-based attendance improvement program; or
 - b. The local children and youth agency.
2. May file a citation in the office of the appropriate magisterial district judge against the person in parental relation who resides in the same household as the student.[33]

When a student fifteen (15) years of age or older is habitually truant, district staff shall:[33]

1. Refer the student to a school-based or community-based attendance improvement program; or
2. File a citation in the office of the appropriate magisterial district judge against the student or the person in parental relation who resides in the same household as the student.

District staff may refer a student who is fifteen (15) years of age or older to the local children and youth agency, if the student continues to incur additional unexcused absences after being referred to a school-based or community-based attendance improvement program, or if the student refuses to participate in such program.[33]

Regardless of age, when district staff refer a habitually truant student to the local children and youth agency or file a citation with the appropriate magisterial district judge, district staff shall provide verification that the school held a SAIC.[33]

Unless a judge determines that it is in the student's best interest, a habitually truant student will not be permitted to transfer to a cyber charter school during the school year.[32]

Filing a Citation –

A citation shall be filed in the office of the appropriate magisterial district judge whose jurisdiction includes the school in which the student is or should be enrolled, against the student or person in parental relation to the student.[34]

Additional citations for subsequent violations of the compulsory school attendance requirements may only be filed against a student or person in parental relation in accordance with the specific provisions of the law.[34]

Special Needs and Accommodations

If a truant or habitually truant student may qualify as a student with a disability, and require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy.[16][35][36][37]

For students with disabilities who are truant or habitually truant, the appropriate team shall be notified and shall address the student's needs in accordance with applicable law, regulations and Board policy.[16][35][37]

Discipline

The district shall not expel or impose out-of-school suspension, disciplinary reassignment or transfer for truant behavior.[32]

NOTES:

Remove language on withholding of credit or automatic grade deductions for students with unexcused/illegal absences (based on court decision). May include language on deduction of class participation grades only, if in response to unexcused/illegal absences.

See additional explanation on court case and info. from School Law Handbook.

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Legal

1. 22 PA Code 11.41
2. 24 P.S. 1327
3. 24 P.S. 1329
4. 24 P.S. 1330
5. 22 PA Code 11.23
6. 22 PA Code 11.25
7. 22 PA Code 12.1
8. 24 P.S. 1326
9. 22 PA Code 11.13
10. 42 Pa. C.S.A. 6302
11. 24 P.S. 510.2
12. 24 P.S. 1332
13. 24 P.S. 1339
14. 22 PA Code 11.22
15. 22 PA Code 11.28
16. Pol. 113
17. Pol. 115
18. Pol. 116
19. Pol. 117
20. Pol. 118
21. 22 PA Code 11.34
22. 22 PA Code 11.32
23. 22 PA Code 11.5
24. 24 P.S. 1327.1
25. 22 PA Code 11.31

26. 22 PA Code 11.31a

27. Pol. 137

28. 22 PA Code 11.21

29. 22 PA Code 11.26

30. Pol. 251

31. 24 P.S. 1546

32. 24 P.S. 1333

33. 24 P.S. 1333.1

34. 24 P.S. 1333.2

35. Pol. 103.1

36. Pol. 113.3

37. Pol. 114

24 P.S. 1333.3

22 PA Code 11.24

22 PA Code 11.8

Book	Policy Manual
Section	200 Pupils
Title	Weapons
Code	218.1 Vol VI 2025
Status	First Reading

Purpose

The Board recognizes the importance of a safe school environment relative to the educational process. Possession of weapons in the school setting is a threat to the safety of students and staff and is prohibited by law.

Definitions

Weapon - the term shall include but is not limited to any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, replica of a weapon and any other tool, instrument or implement capable of inflicting serious bodily injury.[1][2]

Possession - a student is in possession of a weapon when the weapon is found on the person of the student; in the student's locker or assigned storage area; or under the student's control while on school property, on property being used by the school, at any school function or activity, at any school event held away from the school or while the student is coming to or from school.

Authority

The Board prohibits students from possessing and bringing weapons and replicas of weapons into any district buildings, onto school property, to any school-sponsored activity and onto any public vehicle providing transportation to or from school or a school-sponsored activity, or while the student is coming to or from school.[2][3]

The Board shall expel for a period of not less than one (1) year any student who violates this weapons policy. Such expulsion shall be given in conformance with formal due process proceedings required by law and Board policy.[2][4][5]

The Superintendent may recommend modifications of such expulsion requirement on a case-by-case basis.[2]

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[2][4][6][7][8][9][10][11]

Delegation of Responsibility

The Superintendent or designee shall react promptly to information and knowledge concerning possession of a weapon. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with the law enforcement agency that has jurisdiction over the school's property, and the district's emergency preparedness plan.[11][12][13][14]

When the behavior of a student in possession of a weapon indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.[15][16]

Reporting

Law Enforcement Incident Report -

The Superintendent or designee shall immediately report incidents involving weapons on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement agency that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[2][11][13][17][18][19]

Parental Report - Direct Involvement -

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving weapons as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the law enforcement agency that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[11][12][18][20]

Additional Parental and Employee Notifications -

The Superintendent or designee shall, in accordance with applicable law, ensure notification of an incident involving possession of a weapon on school property, at a school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to employees and parents/guardians of students, as follows:[12][21]

- 1. Incident occurring at a school building - Notification to parents/guardians of students enrolled in or attending that school building and school employees assigned to that building.**
- 2. Incident occurring at a school building that shares a campus with other school buildings - Notification to parents/guardians of students enrolled or attending and school employees assigned to any building on the shared campus.**
- 3. Incident occurring at a school-sponsored activity or on a public conveyance providing transportation to or from a school or school-sponsored activity - Notification to the appropriate population of parents/guardians and school employees. Notification is not required if the incident is not directly related to the school-sponsored activity or the students or staff involved in the activity.**

Such notification(s) must occur within twenty-four (24) hours of the incident using a method of communication likely to reach designated parents/guardians and employees, unless the circumstances of the incident necessitate otherwise.[12]

Annual School Safety and Security Incidents Report -

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents involving possession of a weapon to the PA Department of Education on the required form.[11][13][17]

Guidelines

The building principal shall annually inform staff, students and parents/guardians about the Board policy prohibiting weapons and about their personal responsibility for the health, safety and welfare of the school community.

An exception to this policy may be made by the Superintendent, in accordance with law, who shall prescribe special conditions or administrative regulations to be followed.[2]

{ x} In accordance with federal law, possession or discharge of a firearm in, on, or within 1,000 feet of school grounds is prohibited. Violations shall be reported to the appropriate law enforcement agency.[22][23]

Transfer Students

When the district receives a student who transfers from a public or private school during an expulsion period for an offense involving a weapon, the district may assign that student to an alternative assignment or may provide alternative education, provided the assignment does not exceed the expulsion period.[2][24]

NOTES:

Gun-Free School Zone Act was found unconstitutional – change language to read “In accordance with federal law...” and keep cites to 18 U.S.C. Sec. 921, 922.

The “replica of a weapon” language in the policy definition of “weapon” is not included in School Code 1301-A or 1317.2; it was included because PSBA and solicitors agree that districts may define “weapon” through policy based on their needs—that language was included as a recommendation from a school safety standpoint, since it is often difficult to tell whether a weapon, particularly a gun, is real or a model.

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Legal

1. 24 P.S. 1301-A
2. 24 P.S. 1317.2
3. Pol. 218
4. Pol. 113.1
5. Pol. 233
6. 20 U.S.C. 1400 et seq
7. 22 PA Code 10.23
8. Pol. 103.1
9. Pol. 113.2
10. Pol. 113.3
11. Pol. 805.1
12. 24 P.S. 1303.2-A
13. 24 P.S. 1319-B
14. Pol. 805
15. 24 P.S. 1302-E
16. Pol. 236.1

- 17. 24 P.S. 1306.2-B
- 18. 22 PA Code 10.2
- 19. 22 PA Code 10.21
- 20. 22 PA Code 10.25
- 21. 20 U.S.C. 1232g
- 22. 18 U.S.C. 921
- 23. 18 U.S.C. 922
- 24. Pol. 200**
- 18 Pa. C.S.A. 912
- 20 U.S.C. 7114
- 20 U.S.C. 7961
- 22 PA Code 403.1
- 34 CFR Part 300

Book	Policy Manual
Section	600 Finances
Title	Purchases Subject to Bid/Quotation
Code	610 Vol VI 2025
Status	First Reading

Authority

It is the policy of the Board to obtain competitive bids and price quotations for products and services where such bids or quotations are required by law or may result in monetary savings to the school district.[1][2]

Guidelines

The amounts contained in this policy regarding competitive bid and price quotation requirements are subject to adjustments based on the Consumer Price Index.[1][2][3]

Competitive Bids

When seeking competitive bids, the Board shall advertise once a week for three (3) weeks in not less than two (2) newspapers of general circulation.[1][2]

After due public notice advertising for competitive bids, the Board shall be authorized to:

1. Purchase furniture, equipment, school supplies and appliances costing a base amount of **\$24,500** or more, unless exempt by law.[2]
2. Contract for construction, reconstruction, repairs, maintenance or work on any school building or property having a total cost or value of more than **\$24,500**, unless exempt by law.[1]

The Board prohibits the practice of splitting purchases to avoid advertising and bidding requirements.[1][2]

With kind, quality and material being equal, the bid of the lowest responsible bidder meeting bid specifications shall be accepted upon resolution of the Board, unless the Board chooses to reject all bids.[1][2]

The Board recognizes that emergencies may occur when imminent danger exists to persons or property or continuance of existing school classes is threatened, and time for bidding cannot be provided because of the need for immediate action. Bidding decisions in the event of such emergencies shall be made in accordance with existing legal requirements.[1]

{x } Electronic Bidding

The Board shall receive bids electronically for competitive contracts, except for construction and design services, in compliance with applicable laws and Board policy.[4][5]

The district shall electronically maintain the confidentiality of the bid until the bid opening.[5]

{x } Competitive Electronic Auction Bidding

The Board shall adopt a resolution approving the use of competitive electronic auction bidding for contracts for supplies or services, but not for construction or design services.[4][6]

An invitation for bids shall be issued and shall include:[6]

1. Procurement description.
2. All contractual terms, when practical.
3. Conditions applicable to procurement, including a notice that bids will be received in an electronic auction manner.

Public notice and advertisement of the invitation for bids shall be given in the manner required for non-electronic bidding.

Bids shall be accepted electronically at the time and in the manner designated in the invitation for bids.

During the auction, bidders shall be able to review their bid rank or the low bid price, and may reduce their bid prices during the auction.

At the conclusion of the auction, the record of the bid prices received and the name of each bidder shall be open to public inspection.

After the auction period has expired, the district shall grant in writing withdrawal of a bid when the bidder requests relief and presents credible evidence of a clerical mistake due to reasons permitted by law, within the time period established by the district.

The contract shall be awarded within sixty (60) days of the auction by written notice to the lowest responsible bidder, or all bids may be rejected. Extensions of the award date may be made by written, mutual consent of both parties.

Price Quotations

Unless exempt by law, at least three (3) written or telephonic price quotations shall be requested by the Board for:[1][2]

1. Furniture, equipment, school supplies and appliances costing a base amount of more than **\$13,200** but less than **\$24,500**.[2]
2. All contracts for construction, reconstruction, repairs, maintenance or work on any school building or property, having a total cost or value of more than **\$13,200** but less than **\$24,500**.[1]

If it is not possible to obtain three (3) quotations, a memorandum must be kept on file showing that fewer than three (3) qualified vendors exist in the market area. The written price quotations, written records of telephonic price quotations and memoranda shall be kept on file for three (3) years.

Work Performed by District Maintenance Personnel

The Board may authorize district maintenance personnel to perform construction, reconstruction, repairs or work having a total cost or value of less than **\$13,200**.[1]

Delegation of Responsibility

The Board may grant the Board Secretary or Purchasing Agent the authority to purchase supplies and award contracts in the amount and manner designated by applicable law.[1][2]

NOTES:

The Department of Labor and Industry shall publish notice, in the Pennsylvania Bulletin prior to January 1 of each calendar year, of the annual percentage change and the unadjusted or final adjusted base amounts at which competitive bidding is required and written or telephonic price quotations are required, respectively, for the calendar year beginning the first day of January after publication of the notice. This policy will be adjusted annually based on the notice published in the Pennsylvania Bulletin.

Act 4 of 1974 – Withdrawal of Bids – 73 P.S. Sec. 1602

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1. 24 P.S. 751

2. 24 P.S. 807.1

3. 24 P.S. 120

4. 62 Pa. C.S.A. 4602

5. 62 Pa. C.S.A. 4603

6. 62 Pa. C.S.A. 4604

62 Pa. C.S.A. 4601 et seq

Book	Policy Manual
Section	600 Finances
Title	Purchases Budgeted
Code	611 Vol VI 2025
Status	First Reading

Authority

It is the policy of the Board that when funds are available all purchases contemplated within the current budget and not subject to bid shall be made in a manner that ensures the best interests of the district.[1][2]

Delegation of Responsibility

All purchases that are within budgetary limits may be made upon authorization of the Purchasing Agent, Business Manager, Board Secretary, and/or Superintendent, unless the contemplated purchase is for more than **\$24,500**, in which case prior approval by the Board is required.[1][2][3]

All purchase order requests must be referred to the

☒ Purchasing Agent,

☐ department head,

☐ building principal,

☒ Superintendent and Business Manager

who shall check whether the proposed purchase is subject to bid; whether sufficient funds exist in the budget; and whether the material might be available elsewhere in the district.[1][2][3]

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Legal	<u>1. 24 P.S. 751</u>
	<u>2. 24 P.S. 807.1</u>
	<u>3. 24 P.S. 609</u>
	<u>24 P.S. 508</u>

Book	Policy Manual
Section	800 Operations
Title	Relations With Law Enforcement Agencies
Code	805.1 Vol VI 2025
Status	First Reading

Purpose

The Board recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment in schools and safeguarding district property.

Authority

It shall be the policy of the Board to establish and maintain a cooperative relationship between the school district and law enforcement agencies with jurisdiction over school property of the school district in maintaining school safety and security; responding to school safety and security reports; and reporting and resolution of incidents that occur on school property, at any school-sponsored activity or on any conveyance providing transportation to or from a school or school-sponsored activity.[1][2][3][4][5]

The Board directs the Superintendent to execute and update, on a biennial basis, a memorandum of understanding with each law enforcement agency that has jurisdiction over school property in accordance with state law and regulations.[1][2][6]

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; 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 products by any person on school property; or conduct that constitutes an offense listed in the school safety and security provisions of School Code.[2][7][8][9][10][11][12][13][14][15][16]

Guidelines

Memorandum of Understanding

In accordance with state law and regulations, the Superintendent shall form an advisory committee composed of relevant school staff to assist in the development of a memorandum of understanding with law enforcement. The Superintendent shall execute and update, every two (2) years, a memorandum of understanding with each law enforcement agency that has jurisdiction over school property. The memorandum of understanding shall be signed by the Superintendent, chief of police of the law enforcement agency with jurisdiction over the relevant school property and each building principal, and be filed with the PA Department of Education.[1][2][6]

In developing and updating the memorandum of understanding, the district shall consult and consider the model memorandum of understanding, in accordance with applicable law and regulations.[1][2][6]

The memorandum of understanding shall comply with state law and regulations and set forth:[1]
[2][6]

1. A procedure for law enforcement agency review of the district's annual incident report required by law, prior to the Superintendent filing the report with the PA Department of Education.
2. A procedure for the resolution of incident data discrepancies in the report prior to filing the report.
3. **A procedure for the timely coordination between the district's threat assessment team and the law enforcement agency, as necessary.**[17]
4. Additional matters pertaining to crime prevention agreed to between the Superintendent and the law enforcement agency.

Students With Disabilities

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each law enforcement agency that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district.[18]
[19][20][21]

The district shall invite representatives of each law enforcement agency that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.[18][19][20][21][22]

{ x } Training

{x } The district shall invite representatives of each law enforcement agency that has jurisdiction over school property to participate in district training related to subjects that enhance understanding of and build positive relationships with students, which may include but not be limited to training on trauma-informed approaches, restorative practices, suicide awareness and prevention, child abuse recognition and reporting, maintaining confidentiality of students' personally identifiable information and maintaining professional adult/student boundaries.[4][23]
[24][25][26][27][28]

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to the law enforcement agency that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[1][2][7][9][10][11][12][13][14][15][16][21][29][30][31][32]

School Safety and Security Incidents Report

Annually, by July 31, the Superintendent shall report on the designated form, to the PA Department of Education, all new incidents as required by state law.[2]

Prior to submitting the incidents report, the Superintendent and each law enforcement agency having jurisdiction over school property shall do all of the following:[2]

1. No later than thirty (30) days prior to the deadline for submitting the report to the PA Department of Education, the Superintendent shall submit the report to the law enforcement agency that has jurisdiction over the relevant school property. The law enforcement agency shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects law enforcement incident data.
2. No later than fifteen (15) days prior to the deadline for the Superintendent to submit the report to the PA Department of Education, the law enforcement agency shall notify the Superintendent, in writing, whether the report accurately reflects law enforcement incident data. Where the law enforcement agency determines that the report accurately reflects law enforcement incident data, the chief of police shall sign the report. Where the law enforcement agency determines that the report does not accurately reflect law enforcement incident data, the law enforcement agency shall indicate any discrepancies between the report and law enforcement incident data.
3. Prior to submitting the report to the PA Department of Education, the Superintendent and the law enforcement agency shall attempt to resolve any discrepancy between the report and law enforcement incident data. If a discrepancy remains unresolved, the law enforcement agency shall notify the Superintendent and the PA Department of Education in writing.
4. Where a law enforcement agency fails to take action as required above, the Superintendent shall submit the report to the PA Department of Education and indicate that the law enforcement agency failed to take the required action.

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Legal

1. 24 P.S. 1306.2-B

2. 24 P.S. 1319-B

3. 22 PA Code 10.1

4. Pol. 805

5. Pol. 805.2

6. 22 PA Code 10.11

7. 22 PA Code 10.2

8. 35 P.S. 780-102

9. Pol. 218

10. Pol. 218.1

11. Pol. 218.2

12. Pol. 222

13. Pol. 227

14. Pol. 323

15. Pol. 351

16. Pol. 904

17. 24 P.S. 1302-E

18. 22 PA Code 10.23

19. 22 PA Code 14.104

- 20. Pol. 113
- 21. Pol. 113.2
- 22. 22 PA Code 14.133
- 23. Pol. 113.4
- 24. Pol. 216
- 25. Pol. 333
- 26. Pol. 806
- 27. Pol. 819
- 28. Pol. 824
- 29. 22 PA Code 10.21
- 30. 22 PA Code 10.22
- 31. Pol. 103.1
- 32. Pol. 113.1
- 22 PA Code 10.24
- 75 Pa. C.S.A. 3345.1
- Pol. 909

Book	Policy Manual
Section	800 Operations
Title	School Security Personnel
Code	805.2 Vol VI 2025
Status	First Reading

Authority

The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities.

The district shall employ or contract for at least one (1) full-time school security personnel who has completed the training required by law and this Board policy to be on duty during the school day.[1]

The district shall certify to the state School Safety and Security Committee annually that it has met the requirements for school security personnel or has received a waiver, in accordance with applicable law.[1]

Definitions

School security personnel - school police officers, school resource officers and school security guards.[2]

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.[2]

School day - the hours between the morning opening of a school building and the afternoon dismissal of students on a day which classes are in session.[1]

Third-party vendor - a company or entity approved by the PA Commission on Crime and Delinquency that provides school security services in accordance with law.[2]

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.[3]

The Superintendent or designee shall submit the name and contact information for the appointed School Safety and Security Coordinator to the state's School Safety and Security Committee within thirty (30) days of the appointment.[3]

The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following:[3]

1. Oversee all

{ x } school police officers

~~{ } School Resource Officers (SROs)~~

{ x } 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 of the student, other students, school employees, 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.[4][5][6][7][8][9][10][11][12][13]
4. **Meet with school employees annually to seek their input on the mandatory school safety and security training.**
5. 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.
6. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
7. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.[7][14]
8. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable.[11][15]
9. **Coordinate school safety and security meetings with school and building leadership, at least on a quarterly basis.**

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, but shall count toward professional education credit, where applicable.[3][16][17][18]

The School Safety and Security Coordinator must complete any additional continuing education as required by the School Safety and Security Committee.[3]

By June 30 of each year, the School Safety and Security Coordinator shall make a report 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.[3][19]

The Board directs the School Safety and Security Coordinator to include the following information 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.
[7][14]
2. The number and type(s) of school security personnel contracted or employed by the district, including:[3]
 - a. The number of school security personnel that are armed, listed by type(s) of personnel.
 - b. The school building at which each school security personnel is assigned, listed by type(s) of personnel.
 - c. The training, including the type of training and completion dates, of each school security personnel, listed by type(s) of personnel.
 - d. A listing of other individuals utilized by the district for school safety-related duties.
3. **An attendance report of the school and building personnel present at each school safety and security meeting, including yearly attendance totals.**
4. {x } Reports of required emergency preparedness, fire, bus evacuation and school security drills.[11]
5. {x } Information on required school safety and security training and resources provided to students and staff.[11]
6. {x } Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
7. {x } Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district.[20]
8. { x} School safety and security incident reports for the previous year(s) and/or data collected to date for the current year.[21]
9. {x } Updates regarding the district's memorandum of understanding with law enforcement agencies.[21]
10. {x } Updates to laws, regulations and/or Board policies related to school safety and security.
11. {x } Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
12. {x } Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report, including the required information on threat assessment and school security personnel, shall be submitted to the state's School Safety and Security Committee.[3]

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 performance 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.

[NOTE: Select the applicable option(s) below with the appropriate corresponding language for each option, based on the district's school security personnel.]

Guidelines

{x } School Police Officers

The district shall employ and/or contract for one or more school police officers and apply to the appropriate court for appointment and powers of authority, in accordance with the provisions of law.[2][22][23][24][25][26]

Within thirty (30) days of court approval for appointment of a school police officer, the district shall notify the School Safety and Security Committee and submit a copy of the court's order.
[22]

School police officer - [2][23][24]

1. A law enforcement officer employed by the district whose responsibilities, including work hours, are established by the district; or
2. An independent contractor or an individual provided through a third-party vendor who has been appointed in accordance with law, and who meets the requirements of contracted services personnel, in accordance with Board policy.[26]

Background Checks -

Prior to receiving an offer of employment, all school police officers 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 police employed by the district and Board policy 818 for school police employed by an independent contractor or third-party vendor.[25][26][27][28][29][30]

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school police employed by the district and shall review a background investigation conducted for all school police employed by an independent contractor or third-party vendor.[31][32]

Following an offer of employment, the district shall request the separation record for a school police officer employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency.[33][34]

Requirements -

The district shall annually report the following information regarding school police officers receiving required training to the PA Department of Education, the School Safety and Security Committee and the PA Commission on Crime and Delinquency:[35]

1. The district's name and the number of school police officers employed or contracted by the district.
2. The municipalities comprising the district.
3. The date and type of training provided to each school police officer.

The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.[32][36]

School police officers shall take and subscribe to the Oath of Office required by law.[37]

{x } The district shall request that the court grant the school police officer authority to carry a firearm, in accordance with law. The school police officer shall maintain all applicable firearm license and training requirements, in accordance with applicable law and Board policy.[22][38]

School police officers shall successfully complete required training, in accordance with law, and other required staff training, including district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to behavior for students with disabilities, in accordance with law, regulations and Board policy.[38][39][40][41][42]

School police officers shall possess and exercise the following duties:[43]

1. Enforce good order in school buildings, on school buses or vehicles owned or leased by the district, and on school grounds.
2. If authorized by the court, issue summary citations or detain individuals who are in school buildings, on school buses and on school grounds in the district until local law enforcement is notified.
3. If authorized by the court, a school police officer who is a law enforcement officer employed by the district whose responsibilities, including work hours, are established by the district, may exercise the same powers as exercised under authority of law or ordinance by the police of the municipality in which the school property is located.

School police officers shall wear the assigned metallic shield or badge provided by the district in plain view when on duty.[44]

~~{ } School Resource Officers (SROs)~~

~~The district shall establish an agreement with _____, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.[2][45]~~

~~**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 certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.[2]~~

~~The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:[46]~~

- ~~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.~~
- ~~3. Develop and educate students in crime prevention and safety.~~
- ~~4. Train students in conflict resolution, restorative justice and crime awareness.~~
- ~~5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.~~
- ~~6. Develop or expand community justice initiatives for students.~~
- ~~7. Other duties as agreed upon between the district and municipal agency.~~

~~Prior to assignment in the district, the district shall confirm 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 hiring and separation, and maintaining all required records, in accordance with applicable law and regulations.[32][36]~~

~~SROs shall successfully complete required training, in accordance with law.[46]~~

~~{x } School Security Guards~~

~~The district shall employ and/or contract for one or more school security guards, in accordance with the provisions of law.[2][25][26][47]~~

School security guard - an individual employed by the district 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.[2][24][26][47]

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.[25][26][27][28][29][30]

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.[31][32]

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.[33][34]

Requirements -

School security guards shall provide the following services, as directed by the district:[47]

1. School safety support services.
2. Enhanced campus supervision.
3. Assistance with disruptive students.
4. Monitoring visitors on campus.[48]
5. Coordination with law enforcement officials,

{x } including school police officers.

~~{ } 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.[47]

{x } School security guards authorized to carry a firearm shall maintain an appropriate license and successfully complete required firearm training in accordance with law.[47]

The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.[32]
[36]

{x } Other Agreements

{x } The district shall enter into a cooperative police service agreement(s) with a municipality(ies), in accordance with the provisions of law.[45][49][50][51]

~~{ } The district shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law.[45][46][51]~~

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Legal

1. 24 P.S. 1316-C

2. 24 P.S. 1301-C

3. 24 P.S. 1309-B

4. Pol. 146.1

5. Pol. 227

6. Pol. 236

7. Pol. 236.1

8. Pol. 249

9. Pol. 333

10. Pol. 351

11. Pol. 805

12. Pol. 819

- 13. 24 P.S. 1310-B
- 14. 24 P.S. 1302-E
- 15. 24 P.S. 1305-B
- 16. 24 P.S. 1316-B
- 17. 24 P.S. 1205.1
- 18. 24 P.S. 1205.5
- 19. Pol. 006
- 20. Pol. 235.1
- 21. Pol. 805.1
- 22. 24 P.S. 1302-C
- 23. 24 P.S. 1310-C
- 24. 24 P.S. 1311-C
- 25. Pol. 304
- 26. Pol. 818
- 27. 24 P.S. 111
- 28. 24 P.S. 111.1
- 29. 23 Pa. C.S.A. 6344
- 30. 23 Pa. C.S.A. 6344.3
- 31. 37 PA Code 241.5
- 32. 44 Pa. C.S.A. 7301 et seq
- 33. 37 PA Code 241.6
- 34. 44 Pa. C.S.A. 7310
- 35. 24 P.S. 1303-C
- 36. 37 PA Code 241.1 et seq
- 37. 24 P.S. 1304-C
- 38. 24 P.S. 1305-C
- 39. 22 PA Code 10.23
- 40. 22 PA Code 14.104
- 41. 22 PA Code 14.133
- 42. Pol. 113.2
- 43. 24 P.S. 1306-C
- 44. 24 P.S. 1307-C
- 45. Pol. 909
- 46. 24 P.S. 1313-C
- 47. 24 P.S. 1314-C
- 48. Pol. 907
- 49. 24 P.S. 1309-C
- 50. 42 Pa. C.S.A. 8953
- 51. 53 Pa. C.S.A. 2303
- 24 P.S. 1306.2-B

SAFE2SAY SOMETHING PROCEDURES

Note: These procedures are designed as a resource and framework to be reviewed and modified by the school district based on your specific staffing, needs and resources. School Code 1303-D requires that school districts implement procedures to assess and respond to Safe2Say Something Program reports, but it does not specify content of those procedures. Please work with your school safety and security personnel, your school solicitor and the county emergency dispatch and law enforcement agency(ies) in developing and implementing procedures that meet the needs of your schools, students, staff and community.

Overview

In accordance with law, the district establishes the following procedures for receiving, assessing and responding to reports received from the Safe2Say Something anonymous reporting program of the Pennsylvania Office of the Attorney General. (24 P.S. 1303-D)

These procedures establish a framework within which district administrators and staff will operate and coordinate with the county emergency dispatch center and law enforcement agencies.

Safe2Say Something reports may be submitted by any individual, including students, parents/guardians, staff and others as a secure and anonymous report about unsafe, potentially harmful, dangerous, violent or criminal activities in a school entity or threat of such activities in a school entity through:

1. A twenty-four (24) hours a day, seven (7) days a week telephone hotline maintained by the Office of the Attorney General's Safe2Say Something Crisis Center;
2. A Safe2Say Something program secure website; or
3. A Safe2Say Something software program application, or "app" accessed through a mobile electronic device.

Reports may be submitted through any of these methods for an identified K-12 school anywhere in the state. Anonymous reports will be triaged by the Safe2Say Something Crisis Center and delivered to the appropriate school entity based on the location of the identified school, and county emergency dispatch center, where applicable, by Crisis Center staff through telephone communication, text and/or email.

Report Categorization and Delivery

Reports, also known as tips, will be analyzed by the Safe2Say Something Crisis Center and categorized based on definitions determined and approved by the Office of the Attorney General.

The following lists provide examples of incidents, concerns or threats that may be categorized as Life Safety, Non-Life Safety or Non-Notification, and are not all-inclusive lists. The status of a report may also be changed at the discretion of the Safe2Say Something Crisis Center when additional information becomes available regarding the report.

The Safe2Say Something Crisis Center will forward reports to a team, established by the district, via telephone communication, text and/or email and through the Safe2Say Something management program, depending on the nature and categorization of the report received:

Life Safety Categories and Process –

Safe2Say – Incident and Category
Active Shooter – In Progress
Bodily Injury – Emergency Condition
Cutting/Self-Harm
Disorderly/Dangerous Conduct
Domestic Violence
Human Trafficking
Intent to Harm Someone – Active
Physical Abuse
Planned Attack
Sexual Assault/Rape
Sexual Exploitation/Abuse
Stranger/Potential Predator on School Grounds
Suicide/Suicide Ideation
Terrorism
Weapons/Explosive Device

Chart provided courtesy of the Pennsylvania Office of the Attorney General

During the school year, Life Safety tips coming into the Safe2Say Something Crisis Center during school hours will be:

1. Delivered to the district's designated Crisis Team via email and text message. The Safe2Say Something Crisis Center will call to see if the student is in school.
2. If the student is not in school at that time, the Safe2Say Something Crisis Center will request the student's address, parent/guardian name(s) and phone number. The Safe2Say Something Crisis Center will contact the county emergency dispatch center and request a welfare check for the student.
3. The district's designated Crisis Team will respond to the report in accordance with the designated procedures. The Crisis Team will coordinate with law enforcement to follow up on a student welfare check.

Life Safety tips coming into the Safe2Say Something Crisis Center after school hours, on weekends and holidays will be:

1. Delivered to the district's designated Crisis Team via email and text message. The Safe2Say Something Crisis Center will call to request the student's address, parent/guardian name(s) and phone number. Calls will continue to be made through the list of designated team members until a response is received via telephone or in the Safe2Say Something management program.
2. The Safe2Say Something Crisis Center will contact the county emergency dispatch center and request a welfare check for the student.
3. The district's designated Crisis Team will respond to the report in accordance with the designated procedures. The Crisis Team will coordinate with law enforcement to follow up on a student welfare check.

In the event of an active emergency situation, the Safe2Say Something Crisis Center will contact the county emergency dispatch center immediately, without delay.

The school entity shall provide for a final disposition within forty-eight (48) hours of the receipt of a life safety event report from the Safe2Say Something Crisis Center.

Non-Life Safety Categories and Process –

Non-Life Safety *(CV) = Crime/Violence
Alcohol Possession (CV)
Anger Issues
Animal Cruelty (CV)
Breaks School District Code
Bullying/Cyber Bullying
Dating Violence
Depression/Anxiety
Discrimination
Distributing Inappropriate Photos (CV)
Drug use/Distribution/Possession (CV)
Drunk/Under the Influence (CV)
Eating Disorder
Gang Violence/Activity (CV)
General Harassment
Harm to Building/Property
Hate Crime/Speech (CV)
Hazing (CV)
Homeless Child/Student
Hostile Environment
Inappropriate Bus Behavior
Inappropriate Language/Behavior/Gesture
Inappropriate Physical Contact
Inappropriate Use of School Technology/Equip.
Intimidation
Missing Person
Other
Planned Fight/Assault

Chart provided courtesy of the Pennsylvania Office of the Attorney General

Non-Life Safety tips are those considered to be non-imminent. This may include acts that are considered violent or criminal, but are not currently active.

Non-Life Safety tips coming into the Safe2Say Something Crisis Center will be:

1. Delivered to the district's designated Crisis Team via email and text message between the hours of 6 a.m. to 6 p.m., Monday through Friday.
2. Delivered to the district's designated Crisis Team via email and text message between the hours of 9 a.m. to 4 p.m. on Saturdays, Sundays and holidays.
3. The Safe2Say Something Crisis Center may reach out to the district's Crisis Team for student information as deemed necessary, to provide that information to law enforcement.
4. The district's designated Crisis Team will respond to the report in accordance with the designated procedures.

The school entity shall provide for a final disposition of each report received from the Safe2Say Something Crisis Center within thirty (30) days of receipt, except as noted above for life safety events.

Non-Notification Categories and Process –

Notification Category
General School Complaint
General Student Concern
Non-School Based – Information Only
Non-School Event - Crime

Chart provided courtesy of the Pennsylvania Office of the Attorney General

Non-Notification tips coming into the Safe2Say Something Crisis Center will be delivered to the district's designated Crisis Team through the Safe2Say Something management program only, twenty-four (24) hours a day, seven (7) days a week, without direct notification via email or text message sent to the Crisis Team.

The district's designated Crisis Team will respond to the report in accordance with the designated procedures.

General School Complaint - tips may include complaints about school food, condition of the building, etc.

General Student Concern - tips may include reports of concern about student clothing, cleanliness, etc.

Non-School Based – Information Only - tips will include events that may be related to a student, but not a school issue, such as social media. These tips are being sent for informational purposes.

Non-School Event – Crime - tips will include crimes that may involve a student, but the event is unrelated to the school. These tips are being sent for informational purposes and will be forwarded to law enforcement. The Safe2Say Something Crisis Center may reach out to the district's Crisis Team for student information as deemed necessary, to provide that information to law enforcement.

Crisis Team

Notes: The district may designate the name for this team based on its own internal operations and terminology; the phrase "Crisis Team" is used based on terminology from the Safe2Say Something program training, but does not indicate any specific requirements or certifications. Please review and revise the terminology throughout these procedures as necessary, based on the needs of your district, law enforcement agencies and community. The 3-5 person limit is a best practice of the Safe2Say Something program and may be expanded at the district's discretion. The district should consult with the school solicitor regarding any contractual or collective bargaining agreement implications in assigning team members.

The Superintendent, School Safety and Security Coordinator or designee will establish a Crisis Team of three (3) to five (5) members, who will be designated, registered and trained to receive Safe2Say Something reports for all school buildings in the district.

{ x } The district threat assessment team will serve as the Crisis Team to respond to Safe2Say Something reports. (24 P.S. 1302-E, 1303-E, Pol. 236.1)

{ x } The Crisis Team will be comprised of (identify 3-5 individuals):

1. { x } School Safety and Security Coordinator.
2. {x } Superintendent.
3. { x } Student Assistance Program team member.
4. {x } Building principal.
5. ~~{ }~~ Director of Student Services.
6. ~~{ }~~ Assistant Superintendent.
7. ~~{ }~~ Director of Operations.
8. {x } School counselor.
9. ~~{ }~~ School psychologist.

10. ☒ School police officer.
11. ☐ School Resource Officer.
12. ☒ Special Education Director and Mental Health Professional.

For purposes of communication, training and administration of district information in the Safe2Say Something program, the School Safety & Security Coordinator and Chief of Police will be designated as the Crisis Team lead administrator. The lead administrator will be responsible for updating contact information for all school buildings and designated Crisis Team members in the Safe2Say Something program, and determining the priority order of team members to receive calls about Life Safety reports.

Note: This section is optional for school districts who have the capacity and would like to create a team of individuals to assist in assessing and responding to Safe2Say Something reports, but who do not receive and manage the initial reports from the Crisis Center in the Safe2Say Something program.

~~☐ Additional staff members will be assigned to the Crisis Team for assessment and response support, but will not be required to receive the Safe2Say Something Crisis Center reports. Additional staff members may include:~~

1. ~~☐ Student Assistance Program team member(s).~~
 2. ~~☐ Building principal(s).~~
 3. ~~☐ Director of Student Services.~~
 4. ~~☐ Assistant Superintendent.~~
 5. ~~☐ Director of Operations.~~
 6. ~~☐ Director of Special Education.~~
 7. ~~☐ School counselor.~~
 8. ~~☐ School psychologist.~~
 9. ~~☐ School police officer.~~
 10. ~~☐ School Resource Officer.~~
 11. ~~☐ Security personnel.~~
 12. ~~☐ _____ (other administrator or staff).~~
- ~~☐ The Crisis Team will include a staff member from each school building in the district.~~

{ x } The Crisis Team may be assigned by the Superintendent or designee to handle other emergency, crisis management and/or threat assessment situations, such as emergency preparedness planning; suicide awareness, prevention and response; or other situations, based on appropriate physical and/or behavioral health training and in accordance with law, regulations, Board policies and administrative regulations. (Pol. 236.1)

{ x } The Crisis Team will meet on a regular basis to assess school climate, monitor trends in reporting among specific students or groups of students who may need additional supports, determine the need for additional training of students and/or staff and prepare reports for district administration and/or the Board.

Training

The Crisis Team lead administrator and team members designated to receive reports from the Crisis Center must attend training designated by the Safe2Say Something program. Training must include practicing report handling in the system.

{ x } The Crisis Team will also be trained in threat assessment, in accordance with the requirements of law, Board policies and procedures. (24 P.S. 1302-E; Pol. 236.1)

The Crisis Team will ensure that middle school and high school students and other staff members are provided with information about how to make reports and also awareness on risk factors and the importance of reporting. Information may include online and interactive video training.

~~{ } and will be integrated with appropriate curriculum.~~

{ x } The district will make training and awareness materials and opportunities available to parents/guardians and community members as well.

Confidentiality

Crisis Team members will receive training regarding confidentiality and the handling of student and staff information, in accordance with applicable laws, regulations, Board policies, administrative regulations and procedures. (20 U.S.C. 1232g; 24 P.S. 1304-D, Pol. 113.4, 207, 216, 236, 236.1, 249, 324, 800, 819)

Confidentiality will be handled in accordance with these procedures and the district's legal and investigative obligations.

The Safe2Say Something program is required to ensure anonymous reporting for individuals who submit reports. Crisis Team members should ensure that if the identity of an individual making a report becomes known through other means, other than voluntary disclosure, that individual's identity is not further disclosed and records of the Safe2Say Something program are maintained confidentially, in accordance with law. (24 P.S. 1304-D)

Crisis Team members whose other assignments and roles require confidentiality of specific student communications, in accordance with law, will ensure that all confidential

communications and information are addressed in accordance with applicable law, regulations, Board policy and administrative regulations. (22 PA Code 12.12; 42 Pa. C.S.A. 5945; 42 Pa. C.S.A. 8337; Pol. 207)

Receiving Reports

Upon receipt of a report notification via telephone call, text message and/or email, each Crisis Team member will log in to the Safe2Say Something management program to retrieve the report.

~~{ } The Crisis Team will communicate with other team members regarding the report through the Safe2Say Something management program.~~

{ x } The Crisis Team will communicate with other team members regarding the report through established district processes and communication methods.

The Crisis Team will notify the Safe2Say Something Crisis Center by telephone if a report is received identifying a student who is not enrolled in the school district. Information on the student's current enrollment in another school or program will be provided to the Crisis Center, if known by the Crisis Team member responding to the report.

Tip Preservation –

If the district's Crisis Team identifies the need for a tip reported to the Safe2Say Something Crisis Center to be preserved for further investigation, the district and/or law enforcement agency will contact the Safe2Say Something Crisis Center within seventy-two (72) hours of receiving the initial report to request that it be preserved.

Law Enforcement Coordination

The Crisis Team lead administrator, in coordination with the Superintendent and/or School Safety and Security Coordinator, will schedule and facilitate meetings with the county emergency dispatch center and each law enforcement agency that has jurisdiction over school property to discuss communication and handling of reports from the Safe2Say Something program.

~~{ } Communication strategies and guidelines for handling reports will be documented in the biannual memorandum of understanding with law enforcement agencies. (24 P.S.1319-B; 22 PA Code 10.11; Pol. 805.1)~~

{ x } Communication strategies and guidelines for handling reports

{x } with the county emergency dispatch center

{x } with law enforcement agencies

will be documented in the following manner:

Note: Communication strategies should address how the Safe2Say Something program will be used for communicating and/or sharing information, or if other communication methods will be used based on the needs and resources of the school district, county emergency dispatch center and law enforcement agency.

The Crisis Team will coordinate with the county emergency dispatch center and law enforcement agencies on Safe2Say Something reports in accordance with the documented procedures.

When requested, designated Crisis Team members will provide student directory information, such as full name, address, home phone number, parent/guardian name(s), grade level, etc., to the Safe2Say Something Crisis Center, county emergency dispatch center and/or law enforcement agency with jurisdiction, in accordance with the Family Educational Rights and Privacy Act, and other applicable law, regulations and Board policies. The Crisis Team and/or Superintendent will consult the school solicitor regarding questions on disclosure of student directory information if necessary. (20 U.S.C. 1232g; Pol. 113.4, 216)

The district will ensure that all Crisis Team members designated to receive Safe2Say Something program reports have continual access to

{x } the district's electronic student information system

~~{ } an up-to-date physical copy of student directory information for all enrolled students~~

and have received authorization and training on handling student education records.

{ x } When a law enforcement agency takes the lead in handling a Life Safety report, the designated Crisis Team member(s) will document this action and coordinate follow-up activities for students and/or staff based on the nature of the report, in accordance with procedures under Response below.

When a report is handled by the district's Crisis Team, and a determination is made to contact the law enforcement agency to take protective action or report an incident, the district will coordinate with the law enforcement agency in accordance with documented procedures, the memorandum of understanding and applicable laws, regulations and Board policies. (24 P.S.1306.2-B, 1319-B; 22 PA Code 10.2, 10.21, 10.22; Pol. 113.1, 218, 805.1)

Assessment and Response

Members of the Crisis Team receiving Safe2Say Something reports will identify if the report has been categorized as a Life Safety or Non-Life Safety report. Crisis Team members will make a determination about whether to anonymously communicate with the reporter, if possible, through the Safe2Say Something management program for additional information based on:

1. The nature of the report and the scope of information provided initially.
2. The recommendation of the county emergency dispatch center and/or law enforcement agency, when applicable.

3. The training and experience of the Crisis Team member(s).

Reports received initially from the Safe2Say Something Crisis Center will have inappropriate images and attachments blocked, including images or recordings that may be considered obscene or pornographic; however, Crisis Team members should be aware that images and attachments may be added by the reporter in follow-up responses and communication. If images or other content that could be considered obscene or pornographic are added to the report, Crisis Team members will contact the Superintendent, who will coordinate with the school solicitor and/or law enforcement agency, in handling such images and attachments that are received, and addressing their disposition in the Safe2Say Something management program. Such images and attachments should not be disseminated or downloaded beyond the reporting system until such coordination occurs and further direction is provided. Under no circumstances should images constituting pornography be downloaded or saved to a school-issued or school-owned electronic device or computer, or printed into a paper or other format.

Pornography includes, but is not limited to:

1. Any visual or audio depiction, including any photograph, digital image, film, video, picture, recording or computer or computer-generated image or picture, whether made or produced by electronic, mechanical or other means, of sexually explicit conduct; and
2. Nude pictures or images of the genitalia of any male or female or the breasts of any female, including any photograph, digital image, film, video, picture or computer or computer-generated image or picture of such.

Obscene includes any material, 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.

Coordination With Other School Entities –

The Crisis Team will contact and coordinate with other school entities in assessing and responding to a report if an identified student that is the subject of a report is enrolled in the district and also attends another school, such as a career and technical education program, approved private school placement or intermediate unit program.

Coordination With Threat Assessment Process –

When a student's behavior reported through the Safe2Say Something program indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others,

☒ the Crisis Team shall report the student's behavior to the threat assessment team,
☒ the student's behavior shall be addressed through the threat assessment process,
in accordance with applicable law and Board policy. (24 P.S. 1302-E, Pol. 236.1)

Life Safety Reports –

The Crisis Team will coordinate with the county emergency dispatch center and law enforcement agencies when assessing and responding to Life Safety reports. Coordination may include, but is not limited to:

1. Providing student or staff information for immediate response by law enforcement.
2. Providing required information to the Incident Command Post in an emergency situation. (22 PA Code 10.24)
3. Notification of the school community.
4. Cooperating in joint investigation and response to a report.
5. Providing care, support and/or ongoing monitoring following the resolution of a report.
6. ☒ _____ (other).

☒ The Crisis Team, in consultation with the building principal, Superintendent and law enforcement agency, will determine if the parent(s)/guardians(s) of a student(s) identified in or the subject of a report should be notified concerning a report, based on the nature of the report and the need for ongoing investigation.

Non-Life Safety or Non-Notification Reports –

Note: Non-Life Safety reports may be updated to Life Safety status by the Safe2Say Something Crisis Center if additional updates are made by the reporter that indicate the need to revise the status.

☒ The Crisis Team members receiving a report will determine if additional members of the Crisis Team

~~☒ or the entire Crisis Team~~

should meet to assess and respond to a report.

☒ The Crisis Team may reach out to and include other teams and/or staff who are familiar with the student and/or situation in assessing and responding to a report.

☒ The Crisis Team may coordinate with the Superintendent or designee to consult the school solicitor in assessing and responding to a report.

{ x } The Crisis Team, in consultation with the building principal and/or Superintendent, will determine if the parent(s)/guardians(s) of a student(s) identified in or the subject of a report should be notified concerning a report, based on the nature of the report and the need for ongoing investigation.

Relation to Board Policies/Administrative Regulations/Procedures –

In assessing and responding to reports, the Crisis Team will make a determination if handling the report should be done under one or more specific Board policies, administrative regulations or district procedures, based on the subject matter of the report. Policies that may address Safe2Say Something report subjects include, but are not limited to:

1. Threat Assessment. (Pol. 236.1)
2. Bullying/Cyberbullying. (Pol. 249)
3. Suicide Awareness, Prevention and Response. (Pol. 819)
4. Child Abuse. (Pol. 806)
5. Student Assistance Program. (Pol. 236)
6. Student Discipline. (Pol. 218)
7. Weapons. (Pol. 218.1)
8. Terroristic Threats. (Pol. 218.2)
9. Controlled Substances/Paraphernalia. (Pol. 227)
10. Tobacco and Vaping Products. (Pol. 222, 323, 904)
11. Searches. (Pol. 226)
12. Hazing. (Pol. 247)
13. Discrimination/**Harassment**. (Pol. 103, 103.1, 104)
14. Dating Violence. (Pol. 252)
15. Emergency Preparedness and Response. (Pol. 805)
16. Employee Conduct/Disciplinary Procedures and/or Educator Misconduct. (Pol. 317, 317.1)
17. Maintaining Professional Adult/Student Boundaries. (Pol. 824)

Assessment –

In assessing Safe2Say Something reports that are not addressed through other Board policies, administrative regulations and district procedures, the Crisis Team will follow a standard practice, which may include, but is not limited to:

1. {x } Interviewing students, staff, parents/guardians or others regarding the subject(s) of the report.
2. { x } Reviewing existing academic, disciplinary and/or personnel records and assignments, as appropriate, regarding the subject(s) of the report.
3. { x } Conducting searches of lockers, storage spaces and other possessions on school property as applicable, in accordance with applicable law, regulations and Board policy. (Pol. 226)
4. { x } Examining outside resources such as social media sites, in coordination with law enforcement, or contacting community agencies that may provide additional information about the subject(s) of the report, in accordance with law, regulations and Board policies.
5. {x } 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, Child Study team, Student Assistance Program team or others. (Pol. 103.1, 113, 113.1, 113.2, 113.3, 236)
6. {x } Adding notes or attachments to the report in the Safe2Say Something management program for communication and coordination among the members of the Crisis Team, in accordance with the Family Educational Rights and Privacy Act, and other applicable law, regulations and Board policies. (20 U.S.C. 1232g; Pol. 113.4, 216)
7. { } _____ (other).

The Crisis Team will conduct interviews and investigations in accordance with applicable laws, regulations, Board policies and administrative regulations, and will respect the rights and confidentiality of students, staff, parents/guardians and others in assessing and responding to Safe2Say Something reports. (Pol. 103, 103.1, 104)

Response –

Following assessment and coordination with other teams and individuals as necessary, the Crisis Team will recommend and/or implement one or more responses to address the Safe2Say Something report. The timeline for assessment and response, as well as the nature of responses, will vary based on the nature and complexity of the report. Responses may include but are not limited to:

1. {x } Counseling – this may include counseling within or outside of the school. (Pol. 112, 146)

2. { x } Monitoring – monitoring may be done by the Crisis Team, threat assessment team, a Child Study team, IEP team or other appropriate team of individuals within the district.
3. {x } Parental notification, as appropriate.
4. { x } Review of appropriate plan or support – this may include a review of a student’s IEP, Section 504 Service Agreement, Behavior Support Plan, Student Assistance Program, Employee Assistance Program or other type of plan or system of support. (Pol. 103.1, 113, 113.2, 146, 236)
5. { x } Immediate intervention – this may include an immediate assessment or action through the threat assessment process, student services, Student Assistance Program, a crisis response team, law enforcement and/or a community agency.
6. { x } Outside referral – this may include an outside referral to a behavioral health resource, medical provider, community agency or other outside or contracted service or provider. (Pol. 146, 236)

 { x } The district will ensure that memoranda of understanding are developed with outside resources, centers and agencies with whom the district develops cooperative agreements for student or staff referrals.
7. {x } Investigation/School discipline – this may include investigation and/or discipline under a specific Board policy as noted above, such as an investigation of bullying/cyberbullying or hazing, or discipline, up to and including suspension and expulsion, in accordance with law, regulations, Board policy and administrative regulations. (Pol. 113.1, 218, 233, 236.1, 247, 249, 317, 317.1)
- ~~8. { } Reporting/Law enforcement action – this may include a referral to law enforcement in accordance with the memorandum of understanding, reporting in accordance with school safety and security incident reporting, or other types of required reporting to state or federal agencies. (Pol. 103.1, 113.1, 113.2, 218, 218.1, 218.2, 218.3, 222, 227, 317.1, 323, 351, 805.1, 806, 904)~~
9. { } _____ (other).

Interplay with Child Protective Services Law –

The Crisis Team will respond to Safe2Say Something reports involving suspected child abuse in accordance with Board policy and the Child Protective Services Law, and will follow the requirements for making a mandated report, even if the county emergency dispatch center or law enforcement agency has also received the Safe2Say Something report. When a report of suspected child abuse is made by a school employee as a member of the Crisis Team, the district is not required to make more than one (1) report. An individual otherwise required to make a report who is aware that an initial report has already been made by a school employee, is not required to make an additional report. (23 Pa. C.S.A. 6305, 6311, 6313; Pol. 806)

School Safety and Security Incident Reporting –

For school safety and security reporting purposes, the term **incident** will mean 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 products; or conduct that constitutes an offense listed in the school safety and security provisions of School Code. (24 P.S. 1319-B; 22 PA Code 10.2; 35 P.S. 780-102)

In accordance with reporting requirements, the Superintendent or designee will immediately report required incidents and may report discretionary incidents committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement agency that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies. (24 P.S. 1306.2-B, 1319-B; 22 PA Code 10.2, 10.21, 10.22; Pol. 113.1, 218, 805.1)

The Superintendent or designee will notify the parent/guardian of any student directly involved in an incident on school property, at any school-sponsored activity or on a conveyance providing transportation 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 law enforcement agency that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee will document attempts made to reach the parent/guardian. (22 PA Code 10.2, 10.25; Pol. 805.1)

Students With Disabilities –

When reporting an incident committed by a student with a disability to a law enforcement agency, the district will provide the information required by state and federal laws and regulations and will ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district will ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records. (20 U.S.C. 1232g, 1415; Pol. 113.1, 113.4, 216)

For purposes of protection and continuity in handling students with disabilities, the district will provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each law enforcement agency that has jurisdiction over school property. Updated copies will be provided each time the administrative regulations and procedures for behavior support are revised by the district. (22 PA Code 10.23, 14.104; Pol. 113, 113.2, 805.1)

The district will invite representatives of each law enforcement agency that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program. (22 PA Code 10.23, 14.104, 14.133; Pol. 113, 113.2, 805.1)

Closure and Documentation

Crisis Team members designated to receive Safe2Say Something reports will coordinate and ensure that all reports are officially closed in the Safe2Say Something management program.

The Crisis Team will coordinate with the county emergency dispatch center and law enforcement agencies in documenting responses to reports and/or handling student information and records, in accordance with these procedures, the memorandum of understanding with law enforcement and applicable laws and regulations.

{ x } Notes briefly detailing ongoing response activities or resolution of the report must be noted as applicable in the Safe2Say Something management program and shared with other members of the Crisis Team, in accordance with the Family Educational Rights and Privacy Act, and other applicable law, regulations and Board policies. (20 U.S.C. 1232g; Pol. 113.4, 216)

{ x } The Superintendent or designee will direct the Crisis Team to submit a report

~~{ }~~ monthly

{ x } annually

~~{ }~~ periodically

to the

~~{ }~~ administration

{ x } Board

on aggregate data of Safe2Say Something program reports and responses.

{ x } Aggregate report and response data from the Safe2Say Something program will be included in the annual Board report from the School Safety and Security Coordinator. (Pol. 805.2)

The

{ } Crisis Team

{ x } Superintendent or designee

{ x } School Safety and Security Coordinator

~~{ }~~ Director of Technology

~~{ }~~ Director of Student Services

{ } _____ (other)

will develop reports, databases and/or files for documenting and storing information regarding Safe2Say Something reports, assessments, resolutions and follow-up responses.

Documentation from Safe2Say Something reports that includes specific student information will be handled by the district in accordance with applicable laws, regulations, Board policies, administrative regulations and procedures. (20 U.S.C. 1232g; 24 P.S. 1304-D, Pol. 113.4, 207, 216, 236, 236.1, 249, 800, 819)

Student Assistance Program documentation and follow-up information will be handled in accordance with Board policy, administrative regulations and program requirements. (Pol. 236)

Noncompliance – Consequences

If the school entity fails to provide a final disposition of each report received through the Safe2Say Something Program in the timeline required for life safety events and all other events, the following will apply:

- 1. The Office of the Attorney General will post on its public website the name of the school entity that has not submitted final dispositions.**
- 2. The Office of the Attorney General will report to the School Safety and Security Committee that the school entity has not submitted final dispositions.**
- 3. The School Safety and Security Committee may not award any grant administered by the Committee to the school entity until the school entity has submitted its final dispositions to the Office of the Attorney General.**

Resources

Safe2Say Something Program Frequently Asked Questions:

<https://www.safe2saypa.org/faq/>

Safe2Say Something Resource Portal (contains team and student training guides, including awareness materials in multiple languages):

www.safe2saypa.org/resources

School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA): FERPA guidance from the Privacy Technical Assistance Center, U.S. Department of Education, February 2019

PLEASE UPDATE THIS INFORMATION CONTINUOUSLY AND RECORD THE INFORMATION WITH THE SAFE2SAY SOMETHING PROGRAM AS APPLICABLE OR NOTIFY THE SAFE2SAY SOMETHING CRISIS CENTER FOR ASSISTANCE:

info@Safe2Saypa.org

Crisis Team Members for Safe2Say Something Reporting

Employee Name	Position	School Building	Email Address	Cellular/Home Phone	Office Phone
Lead:					

Additional Crisis Team Members

Employee Name	Position	School Building	Email Address	Cellular/Home Phone	Office Phone

PLEASE UPDATE THIS INFORMATION CONTINUOUSLY FOR USE BY SCHOOL STAFF

911 Dispatch/Law Enforcement Agency	Location	Lead Contact	Phone	Email	Coordination/MOU Notes

PSBA Revision 12/25

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Procurement – Federal Programs

This document is intended to integrate standard district purchasing procedures with additional requirements applicable to procurements that are subject to the federal Uniform Guidance regulations, federal guidance of the Office of Management and Budget and/or U.S. Department of Agriculture (USDA) regulations governing school food service programs. The district maintains the following purchasing procedures, in accordance with federal and state laws, regulations and Board policy. (2 CFR 200.1, 200.102, 200.318-200.325; 7 CFR 210.16, 210.19, 210.21, 215.14a, 220.16; 24 P.S. 120, 24 P.S. 504, 24 P.S. 508, 24 P.S. 521, 24 P.S. 607, 24 P.S. 609, 24 P.S. 751, 24 P.S. 807.1; 62 Pa. C.S.A. 4601 et seq; Pol. 610, 611, 612, 613, 808, 827)

Procurement Method \$200.320	Goods/Supplies	Services	Requirements
Micro-purchase (No quotes required)	Less than \$10,000 Note: Must use more restrictive \$0 Federal threshold instead of no state requirements under \$13,200	Less than \$10,000 Note: Must use more restrictive \$10,000 Federal threshold instead of state exemption for services	Consider price to be reasonable Distribute equitably among suppliers to the extent practical
Simplified Acquisition Procedures (Small Purchases - relatively simple and informal)	\$10,000 - \$24,500 Note: Must use more restrictive \$10,000 Federal threshold instead of \$24,500 state threshold	\$10,000 - \$249,999 Note: Must use more restrictive \$10,000 Federal threshold instead of state exemption for services	Obtain/document price or rate quotations from a reasonable number of qualified sources (at least three per 24 PS 8.807.1) Written or documented quotes
Sealed Bids (Formal advertising)	\$24,500 or more Note: Must use more restrictive \$24,500 state threshold instead of \$250,000 Federal threshold	N/A	Bids are publicly solicited Firm fixed price contract awarded to the responsible bidder lowest in price Cost or price analysis for purchases in excess of the Simplified Acquisition Threshold (\$250,000)

Competitive Proposals (Formal RFPs)	N/A	\$250,000 or more Note: Must use more restrictive \$250,000 Federal threshold instead of state exemption for services	Conducted with more than one source submitting an offer Price is not used as sole selection factor Fixed price or cost-reimbursement type contract is awarded Cost or price analysis for purchases in excess of the Simplified Acquisition Threshold (\$250,000)
Non-competitive proposals	Appropriate only when these circumstances apply: <ul style="list-style-type: none"> - Available only from a single source (sole source) - Public emergency - After soliciting from several sources, competition is deemed inadequate - Consult with your school solicitor 		Solicitation from only one source Used only when qualifying circumstances apply Fixed price or cost-reimbursement type contract is awarded

*Please review this Procurement attachment annually and update amounts accordingly

The district implements exceptions to the Micro-Purchase and Simplified Acquisition Threshold amounts announced by the federal Office of Management and Budget as part of its procurement procedures. The state threshold of **\$13,200** is not applicable to federal procurement thresholds.

Responsibility for Purchasing

The Board has outlined standard district purchasing responsibility, methods of purchasing, price quotations and bid requirements in the following Board policies and their accompanying administrative regulations or procedures:

- Policy 610. Purchases Subject to Bid/Quotation
- Policy 611. Purchases Budgeted

Policy 612. Purchases Not Budgeted
Policy 613. Cooperative Purchasing

Purchase Methods

When a request for purchase of equipment, supplies or services has been submitted and approved as outlined below, the procurement method to be used will be determined based on the type of purchase and the total cost of the purchase as further outlined below. This procedure outlines how the cost thresholds for determining when the quote or formal bidding procedures that are required by state law as reflected in Policy 610 must be modified when making purchases for federally funded purposes to which the Uniform Guidance or USDA regulations apply, so as to comply with both state and federal requirements. At each point where requirements for food service-related procurement under USDA regulations differ, a note will refer to the Food Service Program Notes at the end of this procedure. Final determination of which purchasing procedures are to be applied is delegated to the

☐ Business Manager

☒ Superintendent

under the authority of the Board.

Standard Procurement Documents and Purchase Request Process

The district shall use

☒ purchase orders

☐ requisitions

for purchase requests in accordance with the applicable purchase method.

The district shall use

☒ paper

☒ electronic

purchasing records, which are pre-numbered and are accessible to designated purchasing staff in

☐ the district office.

☒ the Business Office.

☐ Purchasing Agent's office.

☐ Other _____.

Purchase requests by an employee must be submitted to the building administrator or immediate supervisor. Purchase of all budgeted items or items approved by an administrator or supervisor must be initiated by use of a purchase order or requisition submitted to the

☐ Board Secretary.

☐ Business Manager.

☒ Superintendent.

☐ Purchasing Agent.

Purchase orders and requisitions shall contain information including, but not limited to:

1. Description of the services to be performed or goods to be delivered.
2. Location of where services will be performed, or goods will be delivered.
3. Appropriate dates of service or delivery.
4. ☐ Other (describe) _____.

Documentation on purchase orders and requisitions shall be maintained in accordance with the district's Records Management Policy and records retention schedule. (Pol. 800)

Contracts shall be reviewed by the

☐ Board Secretary

☒ Business Manager

☒ Superintendent

☐ school solicitor

prior to submission to the Board for approval.

Contracts to which the Uniform Guidance apply shall contain the clauses specified in Appendix II to 2 CFR Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), when applicable.

[See Additional Provisions for Food Service Programs below for specific clauses required by USDA regulations to be included in cost reimbursable procurement contracts.]

Micro-Purchases Not Requiring Quotes or Bidding

For purposes of this procedure, **micro-purchase** means a purchase of equipment, supplies or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of \$10,000. The micro-purchase dollar threshold is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register or announced as an exception by the federal Office of Management and Budget shall apply if other than \$10,000. (48 CFR Subpart 2.1)

Note: The micro-purchase maximum for federal purposes is lower than the amount which the School Code allows purchase for nonfederal purposes to be made without obtaining at least three (3) written or telephonic quotes or using formal competitive bidding.

The micro-purchase method is used to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burdens and reduce costs. Procurement by micro-purchase is the acquisition of equipment, supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, the district distributes micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices and other terms. The

☒ Superintendent

☒ Business Manager

☐ Purchasing Agent

☐ Board Secretary

will be responsible to determine the equitable distribution of micro-purchases.

Micro-purchases may be awarded without soliciting competitive quotations if the district considers the price to be reasonable. The district will maintain evidence of this reasonableness in the records of all micro-purchases. Reasonable can be demonstrated through sound business practices documenting research, experience, purchase history, or other information. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the price of items similar to the item being purchased. (2 CFR 200.320)

Even if the cost of a purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

Simplified Acquisition Procedures

For purposes of this procedure, **simplified acquisition procedures** are those relatively simple and informal procurement methods for securing equipment or supplies that cost more than the amount qualifying as a micro-purchase and do not cost **\$24,500** or more, or in the case of services other than construction, maintenance or repair on school facilities, where the total cost does not exceed the \$250,000 federal Simplified Acquisition Threshold at which formal competitive bidding or competitive proposals are required. Simplified acquisition procedures cannot be used for purchases of equipment or supplies or for construction, repair or maintenance services costing **\$24,500** or more because the School Code requires formal competitive bidding at that level of cost.

The base amount at which bidding is required under state law for purchases of equipment, supplies and construction, maintenance or repair services on school facilities is adjusted for inflation annually, and the adjusted amount most recently determined and published in the Pennsylvania Bulletin shall apply if other than **\$24,500**. (24 P.S. Sec. 120)

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register or announced as an exception by the federal Office of Management and Budget shall apply if other than \$250,000. (48 CFR Subpart 2.1, 2 CFR 200.102)

Because state law does not require competitive bidding for the purchase of services other than construction, maintenance or repairs on school facilities regardless of total cost, simplified acquisition procedures may be used for procurement of such other services except when the estimated total cost will be at or over the federal threshold at which formal competitive bidding or competitive proposals are required (\$250,000).

A request for proposal (RFP) may be made for small purchases; however, the procurement process must comply with formal RFP procedures, including public notice.

[See Additional Provisions for Food Service Programs below for exemption from bidding for purchases of perishable food items costing less than \$250,000.]

If simplified acquisition procedures are used, written or telephonic price or rate quotations are obtained from at least three (3) qualified sources and records of quotes are maintained as provided in Policy 610. (Pol. 610)

Formal Competitive Bidding

Publicly Solicited Sealed Competitive Bids -

For purchases of equipment or supplies, or of services for construction, maintenance or repairs of school facilities, sealed competitive bids are publicly solicited and awarded to the lowest

responsive and responsible bidder as provided in Policy 610 when the total cost is estimated to be **\$24,500** or more. (Pol. 610)

Note: The amount at which formal competitive bidding or competitive proposals are required by federal regulations is much higher than the base amount at which the School Code requires competitive bidding. Therefore, the lower base amount specified by the School Code, as annually adjusted, is used to determine when bidding will be used for purchases of equipment or supplies, or for obtaining services for construction, maintenance or repairs on school facilities. (24 P.S. Sec. 120)

State law does not require bidding for the purchase of services other than construction, maintenance or repairs on school facilities regardless of total cost. For procurement of such other services for federally funded purposes to which the Uniform Guidance applies, formal competitive bidding or competitive proposals will be used when the estimated total cost will be at or over the federal threshold of \$250,000.

The federal Simplified Acquisition Threshold at which competitive bidding or competitive proposals are required is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register or announced as an exception by the federal Office of Management and Budget shall apply if other than \$250,000. (48 CFR Subpart 2.1, 2 CFR 200.102)

For procurement of services costing at or over the \$250,000 federal threshold other than for construction, maintenance or repairs on school facilities, the use of competitive sealed bidding is considered feasible and appropriate when:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a justified and documented reason.

[See Additional Provisions for Food Service Programs below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Competitive Proposals -

State law does not require public school entities to solicit competitive bids for services other than construction, repairs or maintenance of school facilities, for which competitive bidding is required if the cost will be a base amount of **\$24,500** or more. State law allows competitive proposals relating to work on facilities in lieu of bidding only in the context of guaranteed energy savings contracts.

Federal regulations allow the use of competitive proposals as an alternative to formal competitive bidding when conditions are not appropriate for the use of sealed bids.

In the case of services other than for construction, repairs or maintenance of school facilities costing less than that threshold, the district may use simplified acquisition procedures or micro-purchase procedures as applicable based on total cost. A request for proposal (RFP) process can also meet or exceed the small purchase competition requirements under state law and Policy 610 for the acquisition of services other than for construction, repairs or maintenance of school facilities, and can be used if the total cost will be less than \$250,000.

When permitted, the technique of competitive proposals is normally conducted with more than one (1) source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The district shall comply with other applicable state and federal law and regulations, Board policy and administrative regulations regarding purchasing; the district may consult with the school solicitor or other qualified counsel in determining the required process for purchasing through competitive proposals when necessary.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
2. Proposals must be solicited from an adequate number of qualified sources.
3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

An alternative form of competitive proposal is permitted only for qualifications-based procurement of architectural and engineering services, in which price is not a selection factor and reasonable compensation is negotiated after source selection. This alternative is not permitted for procurement of other types of services.

Competitive proposals shall be evaluated by the

{X} Superintendent

☒ Business Manager

☐ Federal Programs Coordinator

based on factors including but not limited to:

1. Cost.

☒ Experience of contractor.

☒ Availability.

☒ Personnel qualifications.

☒ Financial stability.

☒ Minority business, women's business enterprise, veteran-owned business or labor surplus area firm status.

☒ Project management expertise.

☒ Understanding of district needs.

☐ Other _____

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the

☐ Board.

☐ Superintendent.

☐ Business Manager.

☒ Federal Programs Coordinator.

☐ school solicitor.

Contract/Price Analysis

The district performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. (2 CFR 200.323(a)).

A **cost analysis** generally means evaluating the separate cost elements that make up the total price, while a **price analysis** means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the

☐ Superintendent

☐ Business Manager

☒ Federal Programs Coordinator

must come to an independent estimate prior to receiving bids or proposals. (2 CFR 200.323(a)). As part of the analysis, the FPC will enact established business practices which may include evaluation of similar prior procurements and a review process.

Negotiated Profit

In any procurement in which there has been no price competition, or in which a cost-analysis is performed, profit must be negotiated separately as an element of price. Accordingly, solicitations of bids, proposals or quotes shall require that bids, proposals or quotes be limited to costs other than profit, and exclude profit.

To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (2 CFR 200.323(b)).

When profit must be negotiated as a separate element of the total price, it shall be negotiated by the

☒ Superintendent.

☒ Business Manager.

☐ Federal Programs Coordinator.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals means procurement through solicitation of a proposal from only one (1) source and may be used only when one (1) or more of the following circumstances apply: (2 CFR 200.320)

1. The aggregate amount of the procurement transaction does not exceed the micro-purchasing provisions.
2. The procurement transaction can only be fulfilled by a single source.

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. An **emergency** exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes.
4. The federal awarding agency or pass-through entity provides written approval for noncompetitive procurement in response to a written request from the recipient or subrecipient.
5. After solicitation of a number of sources, the recipient or subrecipient determines the competition is inadequate.

In addition to standard procurement policy and procedures, the district will provide the grounds, including analysis and documentation, for using the noncompetitive method in lieu of an otherwise required competitive method of procurement. A written confirmation from the contractor as the sole source of the item may be included as a supplement to the district's record of analysis. Documentation must be submitted to and maintained by the Business Office.

All noncompetitive proposals will ultimately be approved by the Board. The district may utilize legal advice from the solicitor regarding noncompetitive proposals.

Profit must be negotiated separately for noncompetitive proposals, and a cost or price analysis will also be performed for noncompetitive proposals when the price exceeds \$250,000.

Purchase Cards

The district approves the use of procurement cards for permissible purchases by designated employees to improve the efficiency of purchasing activities, reduce processing expenses, improve controls for small-dollar purchases, and streamline contractor payment.

Procurement cards may be used for purchases under federal programs. The use of procurement cards is governed by Board policy 625 Procurement Cards and established administrative regulations. (Pol. 625)

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.

3. Noncompetitive pricing practices between firms or between affiliated companies.
4. Noncompetitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
7. Any arbitrary action in the procurement process.

Scoring mechanisms that reward bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections, may be assigned when consistent with established practices and legal requirements.

(2 CFR 300.319)

Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, Labor Surplus Area Firms

The district must take necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered when possible. Such consideration means: (2 CFR 200.321)

1. Placing such businesses on solicitation lists.
2. Assuring that such businesses are solicited whenever they are deemed eligible as potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses.
4. Establishing delivery schedules, where the requirement permits, which encourage participation such businesses.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are let, to apply these conditions to subcontracts.

Prequalified Lists

The district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the district must not preclude potential bidders from qualifying during the solicitation period.

[See Additional Provisions for Food Service Programs below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Solicitation Language

The district must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Avoiding Acquisition of Unnecessary or Duplicative Items

The district must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration must be given to consolidating or breaking out procurements to obtain a more economical purchase; and, where appropriate, an analysis must be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. Such considerations are accessible in the procedure attached to Policy 626: Allowability of Costs – Federal Programs.

Use of Intergovernmental Agreements and Cooperative Purchasing

To foster greater economy and efficiency, the district enters into state and local intergovernmental agreements where appropriate for cooperative purchasing or use of common or shared goods and services, as permitted by the Intergovernmental Cooperation Act, the School Code and the Commonwealth Procurement Code. (Pol. 613; 53 Pa. C.S. Ch. 23; 24 P.S. 521; 62 Pa. C.S. Ch. 19, 2 CFR 200.318 (e))

When procuring supplies or services for federally funded purposes to which the Uniform Guidance applies, the district shall verify and document that the organization conducting the procurement pursuant to such agreements complies with the applicable procurement methods, requirements and standards of the Uniform Guidance as outlined in this procedure.

The district considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Recovered Materials

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire or use products and services that can be reused, refurbished or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. (2 CFR 200.323)

Debarment and Suspension

The district awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

[See Additional Provisions for Food Service Programs below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

The district may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the district verifies that the contractor with whom the district intends to do business is not excluded or disqualified. (2 CFR Part 200, Appendix II, and 2 CFR 180.220 and 180.300).

All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The

☒ Business Manager

☒ Federal Programs Coordinator

will be responsible for verification. Such verification to determine whether a potential subrecipient is subject to any suspension or debarment restrictions must include one of the following:

1. Accessing the online federal System for Award Management (SAM); or

2. Collecting a certification from that person; or
3. Adding a clause or condition to the covered transaction with that person. (2 CFR 180.300)

Maintenance of Procurement Records

The district must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

Maintenance of records of procurement will be governed by Board policy 800 Records Management and the district's established records retention schedule. (Pol. 800)

Time and Materials Contracts

The district may use a time and materials type contract only: (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. **Time and materials type contract** means a contract whose cost to the district is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the district must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Settlements of Issues Arising Out of Procurements

The district alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the district of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute

The district maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency. Protest procedures will be acted on in accordance with current state law and regulations, established district administrative regulations and the advice of the solicitor. (Pol. 610)

ADDITIONAL PROVISIONS FOR FOOD SERVICE PROGRAMS

Exemption from Bidding for Perishable Food Items -

The School Code exempts purchases of perishable food items from bidding requirements. Bidding for perishable food items is required only if the cost would be at or over the federal threshold at which formal competitive bidding is required (\$250,000). Simplified acquisition procedures may be used for purchases below \$250,000, or micro-purchase procedures for purchases below \$10,000. Use of bidding should be considered as an option if it is feasible and likely to result in cost savings.(24 P.S. 504(d))

Geographic Preferences -

The district is permitted to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When a geographic preference is applied, the district has discretion to determine the local area to which the geographic preference option will be applied.

Unprocessed locally grown or locally raised agricultural products means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two (2) or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR 210.21, 215.14a, 220.16)

Buy American -

The district shall purchase, to the maximum extent practicable, domestic commodities or products for food service purposes.

The term **domestic commodity or product** means: (7 CFR. 210.21, 220.16)

1. An agricultural commodity that is produced in the United States; and
2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States, meaning over 51% of a food product must consist of agricultural commodities that were grown domestically.

All procurement procedures, solicitations and contracts related to food service programs must include language regarding the *Buy American* requirements for food purchases.

The two (2) main exceptions to the *Buy American* requirements are:

1. The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a United States product are significantly higher than the non-domestic product.

Mandatory Contract Clauses -

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR 210.21, 215.14a, 220.16)

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. (a) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(b) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
3. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
4. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
5. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

6. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

Contracts with Food Service Management Companies -

Procedures for selecting and contracting with a food service management company (FSMC) shall comply with guidance provided by the Pennsylvania Department of Education, Division of Food and Nutrition, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR 210.16, 210.19, 210.21, 215.14a, 220.16)

Pre-Plated Meals -

Procedures for selecting and contracting with contractors of pre-plated meals shall comply with guidance provided by the Pennsylvania Department of Education, Division of Food and Nutrition, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR 210.16, 210.19, 210.21, 220.16)

Standards of Conduct -

The district will comply with the written standards of conduct in Policy 827. Conflict of Interest which governs the actions of employees and Board members regarding the selection, award and administration of contracts.

No employee or Board member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as well as any other circumstance in which the employee, Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. (2 CFR 200.318)

Violations of the standards of conduct by employees may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Board policies, procedures, applicable collective bargaining agreements and state and federal law.