.2400 Reach Road, PO Box 3609

Williamsport, PA 17701 Phone: (570) 323-8561 FAX: (570) 323-1738



33 Springbrook Drive Canton, PA 17724 Phone: (570) 673-6001 Fax: (570) 673-6007

Web address: http://www.iu17.org

# BLaST Intermediate Unit 17 Technology Services Agreement

The background of this Agreement is as follows:

- I. BLaST Intermediate Unit (Intermediate Unit 17, referred to throughout this Agreement as "BLaST"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724. and South Williamsport School District, (referred to throughout this agreement as the "Purchaser") a school district, with its principle place of business at 515 West Central Avenue, South Williamsport, PA 17702.
- II. BLaST Technology Group provides various technology services to other entities.
- III. Purchaser desires to retain BLaST to provide certain technology services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, PURCHASER AND BLAST AGREE THAT:

- 1. Effective Date. The effective date of this Agreement shall be as set forth on Exhibit 1.
- 2. Completion Date. The completion date of this Agreement shall be as set forth on Exhibit 1.
- 3. <u>Description of Services.</u> BLaST shall provide Purchaser the services as set forth on Exhibit 1.
- 4. <u>Cost and Payment.</u> The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
- 5. Best Efforts. BLaST shall use its best efforts to assure reliability and security of its services.

**BLaST** shall not be responsible for work delayed or invalidated because of technological problems, software problems, system failures, or similar problems beyond the control of **BLaST**.

- 6. <u>Additional Services.</u> BLaST shall not be obligated to provide to <u>Purchaser</u> any additional services unless otherwise set forth in a writing signed by both parties.
- 7. **BLaST** and **Purchaser** shall reach a supplemental Agreement in writing before **BLaST** resumes its services under this Agreement. If the supplemental Agreement contains a

revised estimated maximum cost, it shall be subject to the provisions of this section of this Agreement.

Or, if no such supplemental Agreement is reached, **BLaST** shall bill, and **Purchaser** shall pay **BLaST**, for all services rendered to the date of suspension and this Agreement shall terminate.

The foregoing provisions shall apply when, in the course of **BLaST** providing services at an estimated maximum cost, **Purchaser** requests additional services which will cause the costs to exceed the estimate.

- 8. Ownership. All programs, systems, and special form designs, which may be made available by BLaST to Purchaser as a part of the services provided under this Agreement, shall remain the property of BLaST unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.
- 9. <u>Entire Written Agreement.</u> BLaST HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
- 10. <u>Entire Agreement.</u> This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
- 11. <u>Indemnification</u>. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
- 12. <u>Alteration of Agreement.</u> No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
- 13. <u>Severability.</u> If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
- 14. Notices. All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.
- 15. <u>Governing Law.</u> This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
- 16. <u>Survival of Agreement.</u> This Agreement shall be binding on the successors and assigns of both parties.

- 17. <u>Captions.</u> The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.
- 18. **Nondisclosure**: Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Licensee shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Licensee, except as necessary for the operation of Licensee's business and under non-disclosure agreement between Licensee and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Licensee and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Licensee's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

IN WITNESS WHEREO	F, the parties	s have set their	hands and	seals or	the dates	indicated.
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Tim Confer Director of Technology	Dr. Christina Steinbacher-Reed Executive Director
SIGNATURE	SIGNATURE
DATE	DATE
WITNESS:	SOUTH WILLIAMSPORT SCHOOL DISTRICT
PRINTED NAME	PRINTED NAME
SIGNATURE	SIGNATURE
TITLE	TITLE
DATE	DATE

## EXHIBIT - 1

Specification for Technology Services to be provided for 2024-2025 Fiscal Year.

Scope: The BLaST Technology Division shall provide network engineering or other related technology services.

Service rates are for one network engineer billable at an hourly rate in agreement with the services provided in accordance to Exhibit - 2. Additional engineer services may be purchased at this same hourly rate.

Clients shall be given the option of requesting specific days of service. However, due to scheduling requirements, BLaST reserves the right to make a final determination in the engineer(s) assignment.

Invoices for engineer(s) service shall be issued at the beginning of each month following the service completion.

Invoicing for parts/materials shall be issued monthly.

The effective date of this Agreement is as follows:

Effective date: July 1, 2024 Completion date: June 30, 2025

Alterations to this contract shall be agreed upon in writing by both parties.

Transfers of Ownership to Purchaser: None. The purchaser shall retain title to all hardware and software mentioned above.

#### **EXHIBIT - 2**



# Technology Service Fees

2024-2025

Standard Samiles Potes	Intermediate Unit 17 IU17 Districts Northern Tier Career Center Lycoming Career and Technology Center Non-Public Schools	Non-Intermediate Unit 17 Government Educational Partners Non-IU17 Districts Intermediate Units	_
Standard Service Rates			_
8am to 4pm based on agency	\$90/hour	\$100/hour	

High Level Service Rates		
Core Switching	\$120/hour	\$130/hour
Routing Services		
Firewalls		
Virtualization Setup / Integration		
Point to Point Wi-Fi Site		
Connectivity Server Migrations		
Storage Integration - iSCSI		
SAN's SIP Trunking		
Configurations		1
Fiber Optic Termination / Splicing		

After Hours / Unscheduled Service Rates		
Outside of standard hours of operation*	\$130/hour	\$140/hour
Unscheduled services during standard hours of operation*		

<sup>\*</sup> Standard hours of operation are 8:00am-4:00pm

All services will be logged in the Intermediate Unit Project Tracking System (IUPTS) within the appropriate service category, and invoices will be generated along with appropriate backup for each job.



Tim Confer Ottector of Technology BLaST IU 17 Williamsport \$70,323,8561 x1057 2400 Reach Road, PO Box 3609 Williamsport, PA 17701

Phone: (570) 323-8561 FAX: (570) 323-1738



33 Springbrook Drive Canton, PA 17724 Phone: (570)673-6001 Fax: (570) 673-6007

Web address: http://www.iu17.org

# BLaST Intermediate Unit 17 DaRTS Software Agreement

The background of this Agreement is as follows:

- I. This Software License Agreement is made and entered into as of the date of the last signature below by and between **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as "**BLaST**"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724. and **South Williamsport School District**, (referred to throughout this agreement as the "**Purchaser**") with its principle place of business at 515 West Central Avenue, South Williamsport, PA 17702.
- II. **BLaST** Technology Group provides various technology services to numerous entities, primarily public school districts and non-profit organizations.
- III. Purchaser desires to retain BLaST to provide certain technology services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, PURCHASER AND BLAST AGREE THAT:

- 1. Effective Date. The effective date of this Agreement shall be as set forth on Exhibit 1.
- 2. Completion Date. The completion date of this Agreement shall be as set forth on Exhibit 1.
- 3. <u>Description of Services.</u> BLaST shall provide Purchaser the services as set forth on Exhibit 1.
- 4. <u>Cost and Payment.</u> The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
- 5. Best Efforts. BLaST shall use its best efforts to assure reliability and security of its services.
  - **BLaST** shall not be responsible for work delayed or invalidated because of technological problems, software problems, system failures, or similar problems beyond the control of **BLaST**.
- 6. <u>Additional Services.</u> BLaST shall not be obligated to provide to <u>Purchaser</u> any additional services unless otherwise set forth in a writing signed by both parties.

- 7. Ownership. All programs, systems, and special form designs, which may be made available by BLaST to Purchaser as a part of the services provided under this Agreement, shall remain the property of BLaST unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.
- 8. <u>Entire Written Agreement.</u> BLaST HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
- 9. <u>Entire Agreement.</u> This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
- 10. Indemnification. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
- 11. <u>Alteration of Agreement.</u> No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
- 12. <u>Severability.</u> If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
- 13. <u>Notices.</u> All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.
- 14. <u>Governing Law.</u> This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
- 15. <u>Survival of Agreement.</u> This Agreement shall be binding on the successors and assigns of both parties.
- 17. <u>Captions.</u> The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.

18. Nondisclosure: Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Purchaser shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Purchaser, except as necessary for the operation of Purchaser's business and under non-disclosure agreement between Purchaser and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Purchaser and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Purchaser's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated.

Tim Confer Director of Technology	Dr. Christina Steinbacher-Reed Executive Director	
SIGNATURE	SIGNATURE	
DATE	DATE	
WITNESS:	South Williamsport School District:	
PRINTED NAME	PRINTED NAME	
SIGNATURE	SIGNATURE	
TITLE	TITLE	
DATE	DATE	

#### **EXHIBIT - 1**

Specification for DaRTS Software Services to be provided: 2024 - 2025 Fiscal Year.

Scope: The BLaST IU17 Technology Division shall provide South Williamsport School District with secured access to the DaRTS application servers running in BLaST's data center.

Application Use
Penn Data, IEP, Child Accounting, Services Rendered / ACCESS Module
\$2,500.00 per year for the base package and \$175.00 per teacher per year.  • Please fill in: 2+ # of teachers/users

Initial deployment includes 8 hours of training that may be split into 2 sessions. Customized software development, reports and data exports \$110.00 per hour.

# E-Signature Module

**License Details and Costs:** 

\$500.00 per year for E-Signature module access and \$1.50 per document requesting signatures.

- There are no limitations on the number of electronic signatures requested per document.
- E-Signature totals are tracked and billed separately at the end of each month.

Effective date: July 1, 2024 Completion date: June 30, 2025

<sup>\*</sup> Alterations to this contract shall be agreed upon in writing by both parties.



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FAX: (570) 323-1738



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Web address: http://www.iu17.org

Attachment 14

# BLaST Intermediate Unit 17 Website Hosting Agreement

The background of this Agreement is as follows:

- I. BLaST Intermediate Unit (Intermediate Unit 17, referred to throughout this Agreement as "BLaST"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724.
- II. South Williamsport Area School District referred to throughout this Agreement as "Purchaser"), is a non-profit organization, with its principle place of business at 515 West Central Avenue, South Williamsport, PA 17702.
- III. BLaST Technology Group provides various technology services to numerous entities, primarily public school districts.
- IV. Purchaser desires to retain BLaST to provide certain technology services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, PURCHASER AND BLAST AGREE THAT:

### 1. Term and Termination:

This Agreement begins on the Effective Date and ends on the Completion Date as outlined in Exhibit 1, subject to early termination provisions or mutual renewal under new terms. There will be no refunds for any fees paid if the Agreement is terminated early by either party, with all pre-termination payments to BLaST considered fully earned to offset loss of business. Upon any termination, while most rights and obligations end, those intended to persist beyond termination, such as indemnification, confidentiality, and certain payment obligations, will remain in effect.

- 2. <u>Description of Services.</u> BLaST shall provide Purchaser the services as set forth on Exhibit 1.
- 3. <u>Cost and Payment.</u> The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
- 4. Best Efforts. BLaST shall use its best efforts to assure reliability and security of its services.

**BLaST** shall not be responsible for work delayed or invalidated because of technological problems, software problems, system failures, or similar problems beyond the control of **BLaST**.

- 5. <u>Additional Services.</u> BLaST shall not be obligated to provide to Purchaser any additional services unless otherwise set forth in a writing signed by both parties.
- 6. Ownership. All programs, systems, and special form designs, which may be made available by BLaST to Purchaser as a part of the services provided under this Agreement, shall remain the property of BLaST unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.
- 7. <u>Entire Written Agreement.</u> BLaST has made no warranties or representations, expressed or implied, concerning the technology services other than those contained in this agreement.
- 8. <u>Entire Agreement.</u> This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
- 9. Indemnification. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
- 10. <u>Alteration of Agreement.</u> No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
- 11. <u>Severability.</u> If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
- 12. <u>Governing Law.</u> This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
- Survival of Agreement. This Agreement shall be binding on the successors and assigns of both parties.

## 14. Modification and Updates.

BLaST provides the platform but is not responsible for managing or overseeing the content on the Purchaser's website, which must comply with all applicable laws and standards; the Purchaser holds this responsibility. While BLaST will assist by offering a supportive platform and managing necessary software updates for WordPress, PHP, and Nginx, it does not take responsibility for ensuring content adheres to community or legal standards, nor will it monitor

for compliance. Additionally, BLaST is not liable for any issues arising from software updates, including compatibility problems with custom configurations or third-party plugins. It falls to the Purchaser to ensure their content and customizations remain compatible with the technical environment provided by BLaST.

## 15. Accessibility and Usability:

BLaST will strive to provide tools and resources to facilitate the creation of accessible websites, emphasizing compliance with relevant accessibility standards. However, it is the responsibility of the Purchaser to ensure that new content meets these standards. BLaST will not monitor content for accessibility compliance or assume responsibility for ensuring the accessibility of content added by the Purchaser.

16. Nondisclosure: Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Licensee shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Licensee, except as necessary for the operation of Licensee's business and under non-disclosure agreement between Licensee and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Licensee and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Licensee's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

IN WITNESS WHEREOF, the parties ha	e set their hands an	d seals on the dates in	ndicated.
------------------------------------	----------------------	-------------------------	-----------

Tim Confer Director of Technology	Dr. Christina Steinbacher-Reed Executive Director
SIGNATURE	SIGNATURE
DATE	DATE
WITNESS:	S. Williamsport Area School District:
PRINTED NAME	PRINTED NAME
SIGNATURE	SIGNATURE
TITLE	TITLE
DATE	DATE

#### EXHIBIT - 1

Specification for Website Hosting Services to be provided: 2024 - 2025 Fiscal Year.

Scope: BLaST Intermediate Unit #17 shall provide South Williamsport Area School District with an annual hosting agreement as outlined below:

- BLaST will create and host a custom designed website, formatted utilizing the Wordpress CMS platform.
  - 500GB of Storage
  - SSL certificate
  - Premium Wordfence Threat Protection
- The annual charge for website hosting is \$1,000.00, to be invoiced upon approval of website design and in advance of each annual renewal thereafter.

https://www.swasd.org/

## Expansion as follows:

• For additional modifications after initial site approval and launch, support fee will be billed at \$100 per hour with prior approval. Any additional website capability plugins outside of the included initial design that require purchasing will only be done so with prior written authorization.

Effective date: July 1, 2024 Completion date: June 30, 2025

Alterations to this contract shall be agreed upon in writing by both parties.



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- 2. <u>Description of Services.</u> BLaST shall provide Purchaser the services as set forth on Exhibit 1.
- 3. <u>Cost and Payment.</u> The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
- 4. Best Efforts. BLaST shall use its best efforts to assure reliability and security of its services.

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- 5. <u>Additional Services.</u> BLaST shall not be obligated to provide to <u>Purchaser</u> any additional services unless otherwise set forth in a writing signed by both parties.
- 6. Ownership. All programs, systems, and special form designs, which may be made available by BLaST to Purchaser as a part of the services provided under this Agreement, shall remain the property of BLaST unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.
- 7. <u>Entire Written Agreement.</u> BLaST has made no warranties or representations, expressed or implied, concerning the technology services other than those contained in this agreement.
- 8. <u>Entire Agreement.</u> This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
- 9. <u>Indemnification.</u> The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
- 10. <u>Alteration of Agreement.</u> No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
- 11. <u>Severability.</u> If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
- 12. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
- Survival of Agreement. This Agreement shall be binding on the successors and assigns of both parties.

# 14. Modification and Updates.

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for compliance. Additionally, BLaST is not liable for any issues arising from software updates, including compatibility problems with custom configurations or third-party plugins. It falls to the Purchaser to ensure their content and customizations remain compatible with the technical environment provided by BLaST.

## 15. Accessibility and Usability:

BLaST will strive to provide tools and resources to facilitate the creation of accessible websites, emphasizing compliance with relevant accessibility standards. However, it is the responsibility of the Purchaser to ensure that new content meets these standards. BLaST will not monitor content for accessibility compliance or assume responsibility for ensuring the accessibility of content added by the Purchaser.

16. Nondisclosure: Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Licensee shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Licensee, except as necessary for the operation of Licensee's business and under non-disclosure agreement between Licensee and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Licensee and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Licensee's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated.

Tim Confer Director of Technology	Dr. Christina Steinbacher-Reed Executive Director
DATE	SIGNATURE
WITNESS:	S. Williamsport Area School District:
PRINTED NAME	PRINTED NAME
SIGNATURE	SIGNATURE
TITLE	TITLE
DATE	DATE

#### EXHIBIT - 1

Specification for Website Hosting Services to be provided: 2024 - 2025 Fiscal Year.

Scope: BLaST Intermediate Unit #17 shall provide South Williamsport Area School District with an annual hosting agreement as outlined below:

- BLaST will create and host a custom designed website, formatted utilizing the Wordpress CMS platform.
  - 500GB of Storage
  - SSL certificate
  - Premium Wordfence Threat Protection
- The annual charge for website hosting is \$1,000.00, to be invoiced upon approval of website design and in advance of each annual renewal thereafter.

https://mountieacademy.org/

## Expansion as follows:

• For additional modifications after initial site approval and launch, support fee will be billed at \$100 per hour with prior approval. Any additional website capability plugins outside of the included initial design that require purchasing will only be done so with prior written authorization.

Effective date: July 1, 2024 Completion date: June 30, 2025

Alterations to this contract shall be agreed upon in writing by both parties.



#### **CONTRACT FOR TEEN-LINK RENTAL**

This agreement is between <u>South Williamsport Area School District</u>, 515 West Central Avenue, <u>South Williamsport</u>, <u>PA 17702</u> and <u>Hope Enterprises</u>, <u>Inc.</u>, 2401 Reach Rd, Williamsport, <u>PA 17701</u>, for the rental of the TeenLink facility located at 612 Willow Street, Montoursville, <u>PA during the 2024-2025</u> school year.

Each entity will have a designated passcode. This passcode is protected by Hope Enterprises, Inc. and is solely intended to provide access to TEENLINK during the dates requested below. Upon entering the home, the keypad lock will be on the front door. On the pad, the entity will enter the code assigned. This will unlock the door. Once the door shuts, it will lock.

The designated entity is responsible for reporting any security incidents or concerns to the Director of Community Living Services. Hope Enterprises, Inc. shall utilize video surveillance and monitoring to enhance safety and security. Camera systems deter misconduct and crime, and assist in determining the sequence of events concerning incidents and injuries that may occur on any Hope premises or property. Hope Enterprises Inc., shall install and utilize wireless video cameras to record and/or monitor at all at any other Hope premises or property as needed. It should be noted that for security reasons there is a camera installed at the front and back entrance of the building. These devices do not record audio.

The dates requested are the following:

Day/Date	Classroom
The cost for a day rental is \$12	25.00. The total cost of rental is: \$1,125.00.
	or any reason with a scheduled TeenLink rented day and rea School District will be responsible for rescheduling.
By:	
Signature of South Williamsport Area School	District Date
Ву:	
Signature of Hope Enterprises, Inc.	Date

#### CONTRACT FOR PEDIATRIC THERAPY SERVICES

This contract is made and entered into this \_1<sup>ST</sup> \_\_ day of \_\_July\_\_, 2024 between UPMCW Williamsport d/b/a UPMC Pediatric Rehabilitation ("UPMCW") located at 700 High Street, Williamsport, PA 17701 and the South Williamsport School District ("District") whose administrative offices are located at 515 West Central Ave, South Williamsport, PA, 17702.

WHEREAS, UPMCW is a Pennsylvania nonprofit membership corporation whose sole member is UPMC (hereinafter referred to as "UPMC"), and is a tax-exempt charitable health care organization described in Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, UPMCW employs pediatric rehabilitation medicine therapists (Therapists) licensed to practice in the Commonwealth of Pennsylvania, specializing in Occupational Therapy, Physical Therapy and Speech Therapy;

WHEREAS, UPMCW agrees to provide Therapists to the District at locations as the parties may agree upon; and District desires to obtain the services of Therapists for District students.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

- Obligations of UPMCW. UPMCW hereby agrees to provide Therapists to provide physical therapy ("PT") and occupational ("OT") services ("Services") for District's school age students as follows:
  - 1.1 To provide direct PT and/or OT Services based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
  - 1.2 To provide consultative PT and/or OT Services based on the individual student's evaluation results and the planned intervention goals on the IEP. Evaluations will be completed in a ninety (90) minute session or less.
  - 1.3 To complete observations, screenings and evaluations of referred students and written reports as required by established procedures. The evaluations and corresponding documentation will concentrate on access to and participation in school-based settings.
  - 1.4 To aide in the development of IEPs for students for the 2024-2025 school year based on students' identified needs.
  - 1.5 To attend all parent conferences, team meetings, IEP conferences, and other student related meetings as needed to review evaluation results, therapy services, and assist in the development of the IEPs.

- 1.6 To sign in/out at each site upon arrival and departure based on District protocol and procedure.
- 1.7 To maintain documentation of services provided and outcomes using the DARTS data management system. The District will help define parameters for the access to the system.
- 1.8 To complete all required billing for eligible students per District guidelines.
- 1.9 To provide documentation of professional licensure and liability insurance.

### Obligations of District.

- 2.1 The District and UPMCW will designate a single point of contact to discuss programming and contract performance.
- 2.2 The District will obtain written parent permission and physician referral for students.
- 2.3 The District hereby agrees:

Physical Therapy Hourly Fee	\$ 100.00
Physical Therapy Assistant Hourly Fee	\$ 90.00
Physical Therapy Evaluation	\$ 160.00
Occupational Therapy Hourly Rate	\$ 100.00
COTA Hourly Rate	\$ 90.00
Occupational Therapy Full Day Rate	\$ 400.00
Occupational Therapy Half-Day Rate	\$ 200.00
Occupational Therapy Evaluation	\$ 160.00
Hourly Travel (Outside of District)	\$ 50.00

- 3. <u>Term and Termination</u>. The Services described in the contract will be provided on the following date(s): July 1, 2024 through June 30, 2025. This Agreement may be terminated without cause upon thirty (30) days written notice to the other party, except no such termination shall be effective until the date of the end of the District's current school year.
- 4. Compensation and Method of Payment. UPMCW will submit an invoice for Services within 10 days of the close of the month in which Services were provided. Payment shall be made by District within thirty (30) calendar days of the receipt of the invoice.
- 5. <u>Indemnity and Insurance Requirements</u>. UPMCW shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all third-party claims, losses, costs, damages, expenses, reasonable attorneys' fees and liability that any of them may sustain:

- a. arising out of Therapists' failure to comply with any applicable local state or federal law in the performance of Services under this Agreement; and
- b. arising directly or indirectly out of Therapists' performance or lack of performance of this contract.

UPMCW certifies that it currently has, and agrees to maintain during the term of this Agreement, for itself and the Therapists, professional and general liability insurance in such amounts as may be required by law or in accordance with professional standards in the Commonwealth of Pennsylvania.

Certificates of such insurance shall be furnished by UPMCW to the District and shall contain the provision that the District be given 30 days' written notice of any intent to cancel or terminate by either UPMCW or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

- 6. <u>Contract Transfer</u>. Neither party shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the other party.
- 7. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the District and UPMCW. However, minor modifications may be made to take advantage of unforeseen opportunities that: (a) do not change the intent of the contract or the scope of UPMCW's performance; and (b) do not increase UPMCW's total compensation or method of payment. All such minor modifications to the contract must be recorded in writing and signed by both the District Special Education Coordinator and UPMCW, and placed on file with this contract. No price adjustments will be made unless the procedure has been included in the contract and a maximum allowable amount stipulated.
- 8. Monitoring and Evaluation. UPMCW shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing, or investigating the Services performed or activities related to this Agreement. UPMCW shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
- 9. Governing Law and Interpretation. This Agreement shall be made, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be interpreted and applied in a manner consistent with UPMCW's status as an organization described in Section 501(c)(3) of the Internal Revenue Code. The venue for any legal proceeding brought pursuant to this Agreement shall be in Lycoming County Pennsylvania.
- 10. <u>Confidentiality of Student Information</u>. If, during the course of the UPMCW's performance of this contract, UPMCW should obtain any information pertaining to the students' official records, UPMCW agrees that this contract shall not be

- construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.
- 11. <u>Conflict.</u> To the extent that the terms of this Agreement conflict with any plan, policy or procedure of UPMCS or SHMG, the terms of this Agreement shall control.
- 12. <u>Entire Agreement</u>. This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract.

**IN WITNESS WHEREOF**, the District and UPMCW have executed this contract on the day and year first written above.

UPMC Williamsport:	
By:Patricia Jackson-Gehris, President	. Date
Attest:	
School District:	
By: Signature	Date
Attest:	



1500 Ardmore Blvd., Suite 410 Pittsburgh, PA 15221

Telephone: (877) 525-5992 Fax: (412) 241-6675

# **Cover Page**

Project Title: 2024-2025 Behavioral Support Services for South Williamsport Area School District

# Proposer Information:

**Agency Name:** 

JusticeWorks YouthCare, Inc.

**Proposal Contact:** 

Samantha Gerdeman Regional Director 1650 Sheridan Street Williamsport, PA 17701 Phone: 610-858-8097 Fax: 570-567-7455

SGerdeman@justiceworksyouthcare.com

**Corporate Office Address:** 

1500 Ardmore Boulevard

Suite 410

Pittsburgh, PA 15221

**Program Director:** 

Deenie Keeler

1650 Sheridan Street Williamsport, PA 17701 Phone: 570-979-8161

Email: <u>DKeeler@justiceworksyouthcare.com</u>

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# **Attachments**:

**Attachment A: Budget Requirement** 

**Attachment B: Certificate of Insurance** 

# I. Background and Experience:

JusticeWorks YouthCare, Inc., founded in 1999, is a multi-state corporation based in Pittsburgh, Pennsylvania. Our mission is to provide value-added community-based services that fill in the gaps in service delivery systems for children and families in need. JusticeWorks provides innovative family-centered programs that identify and build on family strengths, creating a structure to inspire change.

JusticeWorks' methodology and operating philosophy embrace the 'head and the heart' of human services. The head is the rational scientific commitment to evaluate our outcomes to assure public dollars are spent wisely and have a positive return. The heart is our passionate 'whatever it takes approach' where our staff work tirelessly and creatively to achieve a positive outcome. Our vision is to build a better future for children, their families, and the communities in which they reside.

From our beginning in 1999 with one contract from Lehigh County Probation, we have grown to serve child welfare agencies, juvenile probation, educational institutions, and adult corrections in 132 counties throughout Pennsylvania, Delaware, Nevada, South Carolina, Ohio, Colorado, Florida, and Maryland.

We collaborate with all school districts in the counties we serve as part of a team effort for the overall success of children and youth. For example, our staff attend Individualized Education Plan (IEP) meetings as a support for families. We also work with the schools and county agencies in planning for youth transitioning back to their home school or alternative setting from a placement. We work with schools and families to reduce truancy and succeed academically.

JusticeWorks YouthCare also adheres to the 'System of Care (SOC)' philosophy - a service delivery approach that builds partnerships to create a broad, integrated process for meeting families' multiple needs. We apply the values and principles of SOC to unite the diverse perspectives of various child and family-serving agencies, community, and family members, toward a shared vision for meeting the often-complex needs of children, youth, and families. We are active in many new service initiatives, statewide workgroups, quality service reviews, training, roundtables, and national memberships.

Since its inception, JusticeWorks has been an outcomes-driven provider tracking the results of our services. We recognize that we are supported by public dollars and must be accountable. Our continued growth reflects that our services achieve positive outcomes and reduce overall costs to our public-sector partners.

JusticeWorks has enjoyed a strong partnership with the South Williamsport Area School District. As a new service line in 2018, our Behavioral Support program has become a vital component of service that supports the youth of South Williamsport School District and many other districts that have benefitted from its success. In

partnership, we have refined our multidisciplinary approaches used in our research-based programs to meet the school district's needs. Our Behavioral Support program staff adhere to our organization's philosophy of 'whatever it takes' to increase student success rates, provide faculty with resources and educational opportunities, and decrease the rate of referrals to alternative educational services in the elementary grades.

JusticeWorks continually seeks to make our programs and services and the employees that deliver those services exceptional in all aspects. We look forward to continuing our collaboration in serving the youth of South Williamsport.

# II. Implications of School Suspensions on Youth and Communities:

According to the U.S. Department of Education and U.S. Department of Justice, Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline (Jan. 8, 2014), "studies have suggested a correlation between exclusionary discipline policies and practices and an array of serious educational, economic, and social problems." In a follow-up, the U.S. Department of Education, Guiding Principles: A Resource for Improving School Climate and Discipline (Jan. 2014) reported that "high rates of suspensions in schools have been related to lower school-wide academic achievement and standardized test scores. Also, schools and communities bear the increased direct and indirect costs associated with grade retention and dropouts." Suspension and expulsion can influence many adverse outcomes across development, health, and education. The U.S. Department of Health and Human Services and U.S. Department of Education, Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings (Dec. 10, 2014) reports that young students who are expelled or suspended are as much as ten times more likely to drop out of high school, experience academic failure and grade retention, hold negative school attitudes, and face incarceration than those who are not. These practices have the potential to hinder social-emotional and behavioral development. They also remove children from early learning environments and the cognitively enriching experiences that contribute to healthy development and academic success later in life.

According to the former U.S. Attorney General, Eric Holder, severe discipline policies often increase the numbers of suspensions and expulsions without effectively making schools safer or creating better learning environments. Also, the impacts of exclusionary policies tend to punish students of color and those with disabilities with more severe punishments than their peers.

# III. Program Summary and Compliance:

Consistent with our values and mission, JusticeWorks approaches behavioral support from a holistic perspective, incorporating best practices while simultaneously

focusing on prevention and intervention. We combine Positive Behavior Interventions and Supports (PBIS) and the 'WhyTry' curriculum - a research-informed, family-centered resiliency program with traditional service coordination to meet the multi-faceted needs of the youth and family (whytry.org).

Because many factors can contribute to challenging school behaviors, we use a continuum of approaches containing several critical components linked to successful outcomes, including:

- 1). Collaboration: Programs that include a broad-based collaborative as part of their strategy are linked to successful results. The key is to build relationships with school district staff, families, and community resources.
- **2).** Rules, Incentives, and Sanctions: To deny a child an education is a form of neglect, all parties must support the Pennsylvania laws governing school attendance. Families, schools, and communities need to work together to set rules for school attendance and enforce the rules quickly and consistently:
- ◆There will be higher compliance if all parties perceive rules as fair and being fairly applied. Involving youth, parents, and teachers in the development of rules and procedures is ideal.
- ◆The consequences of challenging behavior need to be quickly and consistently applied.
- ♦Consequences that increase school absences are counterproductive. Out-of-school suspensions that remove students from educational settings are likely to decrease school success when they return.
- •Although rules and sanctions are part of behavioral support, incentives (not rules and sanctions) are required to encourage positive behavior.
- 3). Relevant Assessment Tools: Initial assessments are conducted to identify need areas, family strengths, and community supports and resources. Assessments provide the foundation for goal planning. Informal and formal assessments are used throughout services to monitor progress, identify 'red flags,' and make modifications to plans. Post-program assessments are used to compare data with the initial assessments, measuring improvement that students have or have not made. Refer to page 9 for our assessment tools.

- **4). Family Participation:** Parents, both mothers and fathers, are viewed as vital contributors to student success.
- **5).** Developmentally Appropriate Interventions: The responsibility and motivations of children vary by developmental stage and are considered in service planning.
- **6).** Research-Informed Practices: Incorporates best available research evidence; participant needs, values, and preferences; practitioner wisdom; and theory into the service decision-making process.
- **7).** Evaluation: Continuous assessment of program effectiveness with the ability to adjust when needed.

## IV. Scope of Services:

Our goal is to continue working in partnership with the South Williamsport Area School District. We seek continuous improvement in our programming and stakeholder relationships. Our team will work with students in individual and group settings to implement a variety of motivational and goal-setting exercises.

Services are delivered during traditional and non-traditional business hours. JusticeWorks recognizes the need to meet with families during evenings and weekends, and at their homes, to not interrupt their usual weekly schedule. Sessions will be conducted regularly, and the incorporation of family into the curriculum is essential.

We work with the instructors to enhance their skills to motivate students, reduce acting-out behaviors, communicate our interventions with students and families, and identify ways to be of maximal support.

Our staff members are trained to assist the families' capacity to support the growth and development of the youth's academic achievement.

In partnership with South Williamsport Area School District, our Behavioral Support Program offers the following:

- Classroom support for teachers.
- One on one individual support for youth that may need additional care.
- Group sessions: 'WhyTry' curricula and supplemental materials.
- Community family engagement: Behavior Analysts will visit the youth and parents/caregivers in their home environment to discuss progress and provide additional support.
- FASST conferencing (optional).
- JustCare® Community support model.

Incorporation of SWIS data.

# V. Operating Methodology:

## Target Population:

1. Central Elementary School Grade K-3: Approximately 450 Students.

Caseload of 30-40 students for direct support and additional students as consult or monitoring.

# PBIS and Systematic Supports:

JusticeWorks will be using a 3-tiered, Positive Behavior Interventions and Supports (PBIS) framework, which organizes research-informed practices into an integrated continuum of supports. PBIS is an alternative to traditional behavior management strategies, the latter focuses strictly on punitive measures.

The PBIS tiered system is designed to be proactive rather than reactive. PBIS practices include setting a few positive goals for social behavior that are communicated and consistently reinforced in classrooms and ongoing instruction. Positive behaviors are acknowledged and rewarded to encourage consistency:

- ◆Tier 1: Universal Interventions for the entire school population. Brief intervention. Youth require basic support one to three face-to-face sessions with the instructor).
- ◆Tier 2: Small group and/or individual focused Implement targeted academic accommodations and supports and social skills training. Tier is for students with writeups and escalating undesirable behaviors. Work with students and teachers towards resolution to avoid full referral.
- **◆Tier 3:** Intensive interventions. Referral to the JWYC full program. Interventions are more targeted and individualized. Tier is for students who did not respond to Tier 1 or Tier 2 interventions. There is additional family engagement, group work, and face-to-face support with the instructor.

# **PBIS Components:**

1. JustCare® Community Support: JusticeWorks incorporates a community support component based on our JustCare® model. JustCare® is a flexible resource that serves as a continuing care (managed care) program and community-based service designed to alleviate difficult family situations. JustCare® serves as a proactive resource to build families' strengths and overcome challenging problems.

Engaging the family, wherever possible, is essential for long-term success. JustCare® provides the following critical elements to help students achieve successful outcomes:

- •Services occur in the home and the community.
- •Building a strong rapport, one built on trust, is necessary for change behaviors to begin. Mentoring is an integral component of all of our programs.
- Every environment, no matter how bleak, has resources.
- •Youth and families act as the primary agents of change.
- Youth motivation increases when there is an emphasis on youth-defined strengths.
- •Understanding of a youth's past experiences and current situation.
- Being aware of trauma and its implications for success.
- Responding to concrete needs immediately.
- Being aware of biases and prejudices.
- •Validating the participatory role of the youth and being consistent.

JustCare® addresses the issues that exacerbate school behavioral issues (i.e., family strife, mental illness, truancy, parenting issues).

2. The 'WhyTry' Experience: 'WhyTry' is a resilience education curriculum. It is an internationally recognized, research-informed intervention model targeting risk factors and issues related to academic engagement. 'WhyTry' combines theoretical and empirical principles, solution-focused interventions, understanding social and emotional intelligence, and multisensory learning. It combines these attributes to address maladaptive behavior patterns while promoting thinking skills essential to students' success.

'WhyTry' motivates students to take a greater interest in their academic success and long-term personal development. Students learn where resilience comes from and strengthen their ability to access resilience and inner motivation in moments of difficulty and trial.

The 'WhyTry' Program was created to provide simple, hands-on solutions for: Dropout prevention, violence prevention, substance abuse prevention, truancy elimination, failing grades, and anti-bullying.

The 'WhyTry' multi-sensory approach engages learners of all age groups. The Young People's Group will use 'WhyTry' for elementary students.

JusticeWorks has been facilitating 'WhyTry' programming for eleven years.

3. Incorporation of the School-wide Information System (SWIS)The SWIS Suite is a web-based application that is a reliable and confidential information system built to collect, summarize, and use student behavior data for decision making. Research

demonstrates that educators can make more effective and efficient decisions when they have the right data in the proper format. The SWIS Suite provides school/facility personnel with the information they need to be successful decision-makers. SWIS allows users to collect information about discipline events. The behavior data can be instantly accessed in tables, reports, and graphs, allowing teams to easily monitor and analyze behavior trends at the school-wide, group, and individual levels. SWIS protects data through the use of account-specific passwords and high-quality data protection procedures.

- **4. Assessments:** JusticeWorks utilizes assessment tools with demonstrated psychometrics. Assessments are used to measure progress or lack thereof and crucial for outcome data collection. Behavioral Support assessments include:
- ❖ The Strengths and Stressors Tracking Device: The Strengths and Stressors Tracking Device (SSTD) assesses the strengths and needs of families at intake to help guide service planning and evaluate the effectiveness of services. The scale consists of 55 items in six domains (environment: 17 items; social support, 7 items; parental capabilities, 6 items; family interactions, 8 items; family safety: 5 items; and child well-being, 13 items). The SSTD assists Family Resource Specialists in identifying the strengths and needs present in the family system to determine service focus. Included in the family assessment are the review of safety issues, child harm, strengths and stressors, family perception, and service planning. The Family Assessment is completed on the entire family. Family members are interviewed paying special attention to referral concerns.
- ❖ 'Measure-R: The WhyTry Measure R is a pre/post test designed to measure youth's knowledge of the WhyTry curriculum, decision making skills, locus of control, resistance to peer pressure, positive self-concept, self-control, and access to support systems.
- 5. Family and Student Success Team FASST (Optional): JusticeWorks addresses challenges that youth experience at home and in their educational setting. JusticeWorks staff will facilitate a "FASST" (Family and Student Success Team) Conference involving the student, family, and school personnel for youth requiring intensive support. The FASST meeting creates a plan with roles and expectations for all team members to address the strengths, barriers, and needs as they relate to improving academic engagement for the identified child. Throughout programming, adherence to the plan will be monitored and adjusted as necessary. There will be a second meeting to occur one month before program discharge to develop a final "FASST" Plan, which

serves as a transition plan for the family and the school. This plan will assist in maintaining progress after the close of intensive services.

### Referrals:

The South Williamsport School District staff will be provided with a concise outline of how the Behavioral Support Program will assist the entire student body (i.e., explanation of Tier system, appropriate referrals, proactive intervention). There will be ample opportunity for teacher input both at the time of the referral and at discharge.

<u>Discharge</u>: Discharge summaries are completed within ten days of the discharge date. An aftercare plan is also discussed with families and stakeholders.

## VI. Staffing Requirements:

2 Full-time Behavioral Analysts. One staff will possess a bachelor's degree and the other staff will have a bachelor's or a master's degree (preferred). The new position will operate as a liaison between the district and the teachers. This additional role will offer professional coaching and guidance to school staff surrounding behavior interventions.

We will have both Behavioral Analysts dedicated to supporting students at Central Elementary School. The Behavioral Analyst will be present within Central Elementary throughout the day, and at times, visit youth at home. The Behavioral Analyst will be available on immediate notice to assist with urgent and disruptive events. We use PBIS, and other anger management, de-escalation, and safe physical management techniques to resolve student issues. Staff will have a strong understanding of restorative practices as well.

Staffing includes supervision and management of a resource room environment for individual and group sessions as needed. Staff will comply with all clearances required.

# VII. Professional Development:

It is essential to provide South Williamsport School District staff with training and ongoing support for the implementation of the Behavioral Support Program. Training, booster sessions, and supportive relationships help to eliminate the following challenges:

- ♦Overuse of punitive methods of control.
- ♦Unclear rules regarding student behavior and Tier system.
- ♦Inconsistent staff support, including support from other teachers and administrative follow-through.
- ♦Few allowances for student differences.

We understand that the staff at South Williamsport are extremely busy, dedicated teachers and administrators. Therefore, JusticeWorks will develop training opportunities to include numerous options, such as pre-recorded videos and other forms of digital media to accommodate busy schedules. We will work to offer bi-monthly training to the staff, specifically areas that are "high risk" areas for support to students with behavioral and/or attendance issues. Our team will be also available for behavioral coaching opportunities upon administrative request.

# VIII. Parental Involvement and Family Engagement:

The difficulties in family engagement lay in the existing gap between philosophy and practice models for child systems. There is an overall acknowledgment of the importance of building relationships with families. However, there exists a stark contrast in the way the work is done in real-time. In using a family-centered approach, JusticeWorks sought to remedy many of the barriers to active family engagement. When strong alliances are established, the existing problems can be addressed from a partnership perspective, not punishment, to seek solutions.

One of the tools that we often use in family engagement is Strength-based Interviewing techniques, a component of Motivational Interviewing. The practice of motivational interviewing can be useful in getting parents to recognize the potential benefits of participating in their youth's support program. When skillfully employed, this technique helps an individual see the possibilities for positive change and then encourages them in this effort.

Strength-based Interviewing requires that the worker listen empathetically and build trust with the family before pushing for change. If the worker neglects to do this, a parent may resist change, which may put children at further risk. Workers trained in motivational interviewing are more apt to develop an empathetic and less confrontational style, resulting in greater parental cooperation and follow-through (Lannos & Antcliff, 2013).

JusticeWorks uses extrinsic rewards to increase motivation to engage in services and continue to build the relationship. We use incentives such as gift certificates, outings (restaurants, coffee shops), and games. We celebrate milestones (i.e., birthdays, events).

At JusticeWorks, every family is worthy of dignity and respect. The prevailing assumptions are that families love their children; that sometimes, assistance is needed to help their children with school behaviors and academic performance; and the majority of families are doing the best that they can with existing circumstances and resources.

Establishing a worker-family relationship is relevant across treatment paradigms, and the JusticeWorks practice model incorporates best practice guidelines. We adhere to all local, state, and federal regulations and laws involving children and youth.

#### IX. JusticeWorks' Trauma-Informed Approach:

At JusticeWorks, we attend to the practice through a trauma-informed lens. We recognize that individuals in high-risk target populations show a higher prevalence of trauma, which can interfere with their ability to think and learn. Our programs are responsive to these needs and purposely ensure that we engage with individuals in the process of planning and attending to safety issues, promoting self-determination, and respectful communication.

Our programs also promote emotional and behavioral self-regulation, increasing the family and child's potential to engage in broader cognitive and moral reasoning and social-emotional processes. We assist individuals and families by enhancing protective factors in their lives while reducing potential or ongoing risks.

As an agency, we understand the toxic effects that traumatic experiences can wreak on children and families. We maintain ongoing training for the most updated research on trauma and equip the families and staff to handle the complexities of trauma-induced reactions. This support is a continuous process throughout the length of our service.

#### X. Cultural Humility:

JusticeWorks comes from a place of 'cultural humility.' Cultural humility enhances the ability to acknowledge gaps in one's knowledge, have an openness to new ideas, and seek an understanding of different points of view. By working from a perspective of cultural humility, individuals will (a) declare a lifelong commitment to learning, (b) recognize when potential power imbalances are present, and (c) be flexible to incorporate other perspectives.

Cultural humility allows us to embrace the complexity of diversity. It is how one's gender, culture, race, and class, among other factors, all play a part in understanding and interacting with the world. It is essential to be open to individual differences and social experiences resulting from these differences.

Cultural humility promotes the following efforts:

- •Continuous engagement in self-reflection and self-critique as lifelong learners and reflective workers.
- Checking power imbalances that exist in worker-family relationships.
- •Mutual respect, partnership, and advocacy with communities on behalf of the families served and in which families are embedded.

#### XI. Performance and Quality Assurance:

All of JusticeWorks' programs collect demographic and outcome information using a combination of standardized and non-standardized measurements. Across all programs the following data is collected: 1) if applicable, placement experience, 2) service goal achievement, and 3) key events a person experienced during services such as drug screen results, education status, employment, hospitalizations, independent living issues, legal system involvement, and other life events. The data collected includes measures of both outcomes and the processes used to reach them to monitor program effectiveness efficiently.

The collection of process and outcome data helps the organization meet the goal of ensuring adherence to policies, practices, and procedures in the delivery of services. Information is utilized to inform program leadership about the program's performance and help guide program improvement. An action plan may be initiated when areas of deficiency are noted. Action plans are used to move from a vision to strategies to meet objectives. Improvements that are needed at the program level are identified and placed into an action plan form to ensure that a response is made to the issue and implemented correctly.

JusticeWorks YouthCare (JusticeWorks) takes seriously its responsibility to be an accountable and high-quality provider of services. We are committed to evaluating our work outcomes, which then guides our programs' evolution. While we are proud of the outstanding results we have achieved, we never stop trying to improve our programs. We provide ongoing and consistent feedback, mentoring, and training to assure that the services are provided with fidelity and have the best chance of success for the youth and families who use them.

As part of our evaluation efforts, the organization meets its objectives by doing the following:

- ♦Monitor, track, and trend outcome data from the individuals who use the services Ongoing documentation of vital outcome data are gathered at admission, discharge, and other time points using standardized measurement tools. To ensure quality programming, we also collect critical information at discharge using a Discharge Outcomes Form. This tool provides information regarding the gains a person has made in services. It also identifies the living situation of the youth using the Restrictiveness of Living Scale (ROLES).
- ♦Ensure adherence to policies, practices, and procedures in the delivery of services JusticeWorks uses various methods and strategies to determine the current performance levels and provide feedback on areas where staff excel or where improvement may be needed. A Fidelity Review form is used in the organization to assure that services are provided according to the model. Ongoing training, supervision,

and coaching is offered to meet the performance goals set in service delivery. Frequent collaboration with stakeholders regarding performance is a must. Outcome reports are generated as required.

♦Determine the rate of satisfaction with services received. Routine collection of satisfaction data occurs with individual stakeholders, the youth and family members who receive the service, and the referral sources who refer or contract for those services.

#### XII. Reporting Requirements:

Staff are trained in the New Hire Orientation on how to document and maintain the electronic client files. All forms and documents are completed in our data management system. All sessions are documented in the system by staff and reviewed by supervisors in ongoing supervision sessions. The accuracy of the session details is reviewed regularly. Key events, service plan goals, and assessment tools are also entered into the system frequently. Our data management system serves as the depository for all information regarding the youth and family in services. Additional outcome data is collected throughout service. At the end of services, the Discharge Outcomes Form is completed. This document provides information about the milestones and progress that the child and family have made during services.

Data are summarized for internal quality review using a Balanced Scorecard Dashboard. Additionally, mid-year and end of year reports provides summary information about the program participants and their progress. This is submitted to the Principal and other school personal as required. Also, the program supervisor and staff meet quarterly with district administration to review the program.

#### XIII. Budget

JusticeWorks has attached the proposed Budget for the 2024-2025 school year.

#### XIV. Timeline:

Services will be for 183 days beginning on or about August 29th, 2024 and terminate on or about June 11th, 2025.

# XV. Contract Form:

IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST: Representative	SOUTH WILLIAMSPORT Area School District
ATTEST:	JusticeWorks YouthCare 1500 Ardmore Blvd. Suite 410 Pittsburgh, PA 15221
Signatory	BY:
	PRINT NAME/TITLE

**ADDENDUM A** 

Behavioral Support Services August 28, 2024 - May 31, 2025

144,326.27

Total Expenses

Monthly school year expense	\$ 14,432.63																					
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# School District AGREEMENT

THIS AGREEMENT, is made this day of, 2024, by and between COMMONWEALTH
UNIVERSITY OF PENNSYLVANIA (hereinafter referred to as "University"), an educational institution of the
State System of Higher Education, Commonwealth of Pennsylvania and the school district South Williamspor
Area School District at 515 West Central Avenue, South Williamsport, PA 17702 (hereinafter "School
District"). The parties intend to be legally bound to the following terms:

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY:

- a. Selection of Students. The University will be responsible for the selection of qualified students to participate in the field study, internship, practicum or student teaching experience. The selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. Education of Students. The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. Submission of Candidates. The University will submit the names of the students to the School District or a designated representative at least two weeks prior to the field study, internship, practicum or student teaching experience.
- d. Advising Students of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student will be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. Professional Liability Insurance. Students are responsible for procuring professional liability insurance at their own expense. The limits of the policy will be a minimum of \$1,000,000.00 per claim and \$3,000,000.00 aggregate. This policy must remain in full force and effect for the duration of the field study, internship, practicum or student teaching experience.
  - The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§ 8521, et seq.
- f. Health and Security Status. The University will require its students who are participating in the field study, internship, practicum or student teaching experience to comply with health status and security clearance requirements of the School District and/or state regulatory agencies, including but not limited to completion of TB tests, current Act 34 Pennsylvania state criminal history report, current Act 151 child abuse report, and Act 114 FBI federal criminal history background

check. Proof of compliance must be presented to the University, with appropriate authorization to release information to the School District, prior to participating in the experience.

#### II. <u>DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT</u>:

- Establishment of Field Study, Internship, Practicum or Student Teaching. The School District a. authorizes the use of its facilities as may be agreed upon by the School District and the University as a field study, internship, practicum or student teaching center. This field study, internship, practicum or student teaching experience is for students enrolled in the University's BSEd/MEd in Business Education; BSEd/MEd in Early Childhood Education (PK-4); BA in Music\*Music Education Certification K-12; BSEd Deaf Education N-12/Early Childhood PK-4 (dual certification): BSEd/MEd Special Education PK-8/Early Childhood Education PK-4 (dual certification); BSEd/MEd Special Education PK-12/Early Childhood Education PK-4 (dual certification); BSEd in Middle Level (4-8) Mathematics; BSEd in Middle Level (4-8) Social Studies; BSEd in Middle Level (4-8) Language Arts; BSEd in Middle Level (4-8) Science; BSEd in Secondary Education (7-12) Biology; BSEd in Secondary Education (7-12) Citizenship; BSEd in Secondary Education (7-12) Chemistry; BSEd in Secondary Education (7-12) Earth/Space Science; BSEd in Secondary Education (7-12) Mathematics; BSEd in Secondary Education (7-12) Physics; BSEd in Secondary Education (7-12) English; MEd Reading/Certification; MEd in Curriculum and Instruction Secondary Education Mathematics; MEd in Curriculum and Instruction Secondary Education Social Studies; MEd in Curriculum and Instruction Secondary Education Language Arts; MEd in Curriculum and Instruction Secondary Education Science; MS in Speech-Language Pathology; MS in Special Education/Special Education Supervisory Certification; MEd in Special Education (PK-8) Certification; MEd in Special Education (7-12) Certification; MEd in Special Education (PK-12); MEd in Special Education Dual SPECED (PK-12)/ECE (PK-4); MEd in MEd in College Student Affairs; MEd in Principal Certification (PK-12) program; MEd in Supervisory Curriculum and Instruction (PK-12) Certification; MEd in School Counseling (PK-12) Certification; and Teacher Intern Certification Programs. This field study, internship, practicum or student teaching experience is required and authorized by law.
- b. Policies of School District. The University will review with each student, prior to the assignment any and all applicable policies, codes, or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least two weeks in advance of the student's participation.
- c. *Administration*. The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. Removal of Noncompliant Student. The School District shall have the authority to immediately remove a student who fails to comply with School District policies and procedures. If such a removal occurs, the School District will immediately contact the responsible University Faculty Supervisor.
- e. Designation of Representative. The School District will designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience of the student(s).
- f. Supervision of Students. The School District will provide an employee of the School District to act as a supervisor of student activities during the field study, internship, practicum or student teaching experience.

- g. Reporting of Student Progress. The School District will provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- h. Student Records. The School District will protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent the written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

#### III. MUTUAL TERMS AND CONDITIONS:

- a. *Number of Participating Students*. The parties will mutually agree upon the number of University students assigned to the School District for the field study, internship, practicum or student teaching experience.
- b. Term of Agreement. The term of this Agreement shall be <u>five years</u> from the date of execution. This Agreement may not exceed a period of five years.
- c. Termination of Agreement. The University or the School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. Nondiscrimination: The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. CUOP students are protected by the Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. South Williamsport Area School District agrees to cooperate with CUOP in its investigation of claims of discrimination or harassment. Reporting of Sexual Violence and Sexual Harassment and Identification of Resources: South Williamsport Area School District shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to Commonwealth University's Title IX Coordinator Jennifer Raup, <a href="mailto:jraup@bloomu.edu">jraup@bloomu.edu</a>, 57-389-4808. The site shall identify resources, such as medical care and counselling that are available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking.
- e. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

- h. Liability. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Pennsylvania State System of Higher Education or the University.
- i. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.
- j. Assignment. In addition to any assignability rights otherwise granted to the University by law or within this Agreement, the University shall specifically have the right to assign this Agreement to any entity within Pennsylvania's State System of Higher Education, whether now in existence or later formed. Should assignment occur, or should the University's name or legal entity change, assignment shall be complete upon notice to the School District of the change or assignment, without need for subsequent agreement or novation. Nothing in this paragraph shall be interpreted in a manner that limits the University's right to otherwise assign this Agreement. Nothing in this paragraph shall be read to have any effect on School District's right to assign this Agreement.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Commonwealth University of Pennsylvania  Authorized Signature Date		South Williamsport Area School District		
Authorized Signature	Date	Authorized Signature	Date	
Title		Title		
Print Name		Print Name		

#### South Williamsport Area School District

Superintendent Dr. Eric Briggs 515 West Central Avenue South Williamsport, PA 17702

Phone: 570-327-1581 Email: ebriggs@swasd.org Website: www.swasd.org

# **Letter of Agreement**

This Letter of Agreement is between The West Branch Drug & Alcohol Abuse Commission and the <u>South Williamsport Area School District</u>. Both parties agree to cooperate in providing services for the Student Assistance Program.

#### SECTION A: Provider Agency Responsibilities

West Branch Drug & Alcohol Abuse Commission agrees to adhere to all related federal, state and local laws pertaining to the delivery of drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistance Program. Additional responsibilities of the SAP liaison provider agency include:

- 1. The provider agency contact: Prevention Program Specialist, Danielle Hardy, can be contacted at 570-323-8543, ext.114, should the need arise.
- 2. Provider agency agrees to appoint a representative to attend and participate in the previously established SAP County Coordination Team/and or SAP District Council Meetings that will be held periodically throughout the year.
- 3. Provider agency agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP services to the district as outlined in Section A of this Letter of Agreement. The SAP liaison will act as an ad hoc member of the building Student Assistance Program core team (hereafter referred to as the SAP team). The SAP liaison for South Williamsport Jr./Sr. High, Rommelt Elementary and Central Elementary will be Deanna Drick for the 2024-2026 school years and will serve as a member of the core team as a D & A liaison.

The SAP liaison will attend a minimum of two (2) scheduled core team meetings per month for the purpose of consultation, recommendations, referrals, case management, and follow-up services. Availability of staff and resources permitting, The Commission is committed to meeting this standard to the best of its ability. The liaison will also be available for phone consultation as needed.

- 4. The SAP liaison will provide: site-based student screenings/assessments for D&A intervention or treatment if recommended by the SAP team and parent/guardian permission is secured. Or the SAP liaison can arrange for an assessment if recommended by the SAP team and parent/guardian permission is secured. The provider agency will secure releases of information from the student/parent/guardian prior to disclosing information to agencies that may be involved in handling a referral. Screenings/assessments will be completed by the liaison within seven (7) days the referral is received, and parent/guardian permission is secured.
- 5. The SAP liaison will provide referral information for identified students. Referral information should include identification of agencies and/or resources that could serve the needs of identified students and their families. The provider agency liaison may assist the identified student and/or family in linking up with the appropriate services.
- 6. The SAP liaison will provide follow-up with parents and students as permitted.
- 7. The SAP liaison will provide postvention assistance to core teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e. student death or other tragic event) as needed/requested by the district.

- 8. The SAP liaison will provide technical assistance to core teams regarding best practices for SAP as per state standards and guidelines.
- 9. The Single County Authority (SCA) Staff will provide crisis response consultation via phone while not in the building and on site during scheduled times available in district.
- 10. The SAP liaison will provide education groups offered to students referred through the core team as needed and permitted via the county MH/ID and SCA contracts. Student participation in these groups shall be provided only with parental permission in accordance with school policies. (Best practice: at least one of the co-facilitators of the team should be school district personnel).
- 11. The SAP liaison will provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or educational groups.
- 12. The SAP liaison will assist with faculty in-service and student orientation within the limits of staff availability.
- 13. The SAP liaison will provide educational resources to school personnel, students, families, and community as requested and within the limits of staff availability.
- 14. The SAP liaison will facilitate or participate in core team maintenance.
- 15. The SAP liaison will consult with schools around strategies for engaging parents in the SAP process.
- 16. The SAP liaison will provide technical assistance to the school districts for policy development in areas related to his/her field of expertise.

#### SECTION B: School District Responsibilities

The <u>South Williamsport Area School District</u> agrees to comply with all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within school districts, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights. The school district also agrees to provide a SAP team that complies with the BEC 24 P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of the school district include:

- 2. The school district will appropriate a safe and private space in the school where the SAP liaison can provide services; provide for secure storage of student records and adhere to SAP confidentiality provisions.
- 3. The school district will provide a schedule of Core Team meetings for the school year.
- 4. The school district will provide copies of the district's alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, a schedule of special

activities, and any other school policies, which may affect Student Assistance Program services.

- 5. The school district will provide family and community education on the Student Assistance Program.
- 6. The school district will provide faculty, pupil personnel and student orientation to the Student Assistance Program that includes staff, services, and referral procedures.
- 7. The school district will provide release time as established by the core team for referred students. Release time shall coincide with the normal school day and will be designed so that instructional time is not abused.
- 8. The school district will contact parents or guardians of identified students in order to explain referral, gather information, and obtain permission to involve students in the Student Assistance Program.
- The school will submit data (on-line reporting) regarding the Student Assistance Program as requested to the Departments of Health, Education, and Public Welfare.
- 10. The school district will appoint a representative from Central Office along with the Building Administrator(s) or designee(s) to attend and participate in the established SAP County Coordination Team and/or SAP District Council Meetings that will be held within the school year.

#### **SECTION C: Records**

#### Provider and School District agree to the following regarding records:

All records generated by the school district's Student Assistance Team, with respect to individual students, are records of the district; the retention and disclosure of which shall be governed by the policies of the district and applicable federal laws listed below. Likewise, SAP liaison records will be maintained in accordance with regulations of The Pennsylvania Department of Education and The Pennsylvania Department of Drug and Alcohol Programs, respectively.

FERPA, The Hatch Act; 22PA Code, Chapter 12; Act 42, Chapter 59; 4 PA Code 255.5; Federal Code 42CFR, Part 2; and HIPAA.

FERPA (Family Education Rights and Privacy Act of 1974) and HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations should govern procedures regarding any records developed from agency screenings or assessments.

**FERPA, amended in 2002** provides parental rights to inspect, review, amend and control disclosure form a child's school record.

HIPAA is a federal mandate that requires safeguards that protects health information and provides guidelines for disclosing protected information. HIPAA is designed to regulate the exchange of confidential and sensitive information. It requires providers of health care services, including behavioral health providers to keep information secure and available only to authorized personnel by defining standards and methods that will safeguard information

Protection of Pupil Rights Law (HATCH Amendment 2002) (BEC 20 USC 1232h) which states that"...No student shall be required, as part of any program, to submit to a survey, analysis, or evaluation that reveals information concerning: ... Mental and/or psychological problems... without the consent of the parent."

When a student has been referred to a liaison designated by the provider agency for screening/or assessment, the records generated become the property of the provider and are regulated by the applicable Mental Health laws (PA Code Title 55) which requires parental consent for release of information when the child is under the age of 14; for Drug and Alcohol (42 CFR Part 2, Chapter 1) which states that it is the minor patient (student) of a Drug and Alcohol facility or program that controls the release of records and that the minor can receive Drug and Alcohol treatment without the consent of his or her parents.

Executive Order 1998-4 established an interagency committee in Pennsylvania to examine issues relative to implementing the Federal Individuals with Disabilities Education Act (IDEA) of 1997. One of the outcomes of that effort was the development of a Memorandum of Understanding (MOU) to outline roles and responsibilities, among other things, of the various agencies in implementing the act. In December of 1999, the Departments of Education, Public Welfare, Labor and Industry and Health executed the MOU.

Pursuant to the MOU, the Pennsylvania Department of Drug and Alcohol Programs is requesting that local drug and alcohol service providers make available a contact person for information and referrals related to drug and alcohol services and their relationship to IDEA. The intent of this Letter of Agreement is to inform the <u>South Williamsport Area School District</u> that staff of The West Branch Drug and Alcohol Abuse Commission are available to serve in this capacity. This agreement shall be in effect for the period of two (2) school years, starting September 1, 2024 to June 30, 2026.

#### **SECTION D: Conflict Resolution Process**

Should there be a conflict between the Core Team and the Provider agency (liaison); the conflict resolution process should work through the levels as follows:

- Step 1. Members of the Core Team and Provider Agency Liaison meet to discuss conflict.
- Step 2. School Building Administrator and Administrator of Local Provider Agency meet.
- Step 3. School District Central Office Administrator, County Mental Health and/or Drug and Alcohol Administrator meet.
- Step 4. Chief School Administrator/Superintendent, Office of Mental Health Community Program Manager or Office of Drug and Alcohol Programs Representatives, and Pennsylvania Network for Student Assistance Services' Regional Coordinator meet.
- Step 5. Commonwealth SAP Interagency Committee meets.

Note: The personnel indicated at each step do not preclude the inclusion of other individuals involved with the Student Assistance Program.

**SECTION E: Agreement Terms** 

As a result of this agreement, SAP liaisons from the agency, are school officials and thus have a legitimate educational interest in participating as full members of the SAP Team.

This agreement will be in force throughout the 2024-2026 (SY date) contract years. Effective dates of this agreement are September 1, 2024 through June 30, 2026. Agreements will be renewed on a two (2) year basis. Should either party choose to be released from this agreement, written notification must be made within thirty (30) days of termination to all parties whose signatures appear on this document. This agreement can be amended by mutual agreement of both parties.

FOR SCHOOL DISTRICT	FOR PROVIDER
Superintendent	Executive Director
Dete	May 23, 2024
Date	Date
	Core Team Representatives
	A Deanah Urick

# QUALIFIED SERVICE ORGANIZATION AGREEMENT

West Branch Drug & Alcohol Abuse Commission (The Commission) and the South Williamsport Area School District

hereby enter into a qualified service organization agreement, whereby The Commission agrees to provide assessment and referral services.

Furthermore, The Commission:

Abuse Commission 213 West Fourth Street Williamsport, PA 17701

(1)	acknowledges that in receiving, storing, processing, or otherwise dealing
with any infor	mation from the Program about the patients in the Program, it is fully
	provisions of the federal regulations governing Confidentiality of Alcohol
	se Patient Records, 42 C.F.R. Part 2; and

	undertakes to resist in judicial proceedings any effort to obtain access to
information po	ertaining to patients otherwise than as expressly provided for in the federal
confidentiality	regulations, 42 C.F.R. Part 2.

Executed this day of	, 2024.
$\Re h$	
Shea Madden	Superintendent
Executive Director	
West Branch Drug & Alcohol	



Book

Policy Manual

Section

800 Operations

Title

Student iPad Responsible Use

Code

815.1

**Status** 

Active

Adopted

June 15, 2020

Last Revised

June 8, 2020

#### **Purpose**

This policy is intended to promote responsible use and protect students and the district from liability resulting from any misuse of the schoolissued iPad. The use of iPad is fundamental to the daily instruction process and shall be required. Technology, on or offcampus, must be used in accordance with the mission of South Williamsport Area School District as well as the Policy 815 Acceptable Use of Internet, Computers and Network Resources. Teachers may set additional requirements for use in their respective classes.

#### **Authority**

The iPad and accessories remain the property of South Williamsport Area School District at all times. Therefore, students shall have no assumption of privacy. The district reserves the right to inspect student iPads at any time during the school year. Misuse of the iPad will result in disciplinary action.

District administration will develop specific guidelines for the administration of this policy including, but not limited to, student discipline and the iPad insurance program.

#### **Guidelines**

iPads are essential to the academic program, and this policy governs and supports the academic use of the iPad. All students and parents/guardians are subject to the conditions of use as outlined in this policy.

#### Liability

The parent/guardian and/or student is responsible for the cost to repair and/or replace, at the date of loss, the iPad, protective case, and all other issued accessories if the property is:

- 1. Not returned.
- 2. Intentionally damaged.
- 3. Lost or damaged because of negligence and/or by not following the procedures established in this policy.
- 4. Stolen, but not reported to school and/or police within 24 hours of the incident. A police report must be filed by the parent/guardian or student if the iPad is lost or stolen.

#### Personal Safety

Users should recognize that communicating over the Internet brings risks associated with the lack of facetoface contact. If the user sees a message, comment, image, or anything else online that makes him/her concerned for his/her personal safety, it should be brought to the attention of school personnel immediately. In addition, students should:

- 1. Carefully safeguard their personal information and that of others.
- 2. Never share personal information, including phone number, address, social security number, birthday, or financial information, over the Internet without parental and/or teacher permission.
- 3. Never agree to meet someone they meet online in real-life.

#### Internet Etiquette

Students should always use the Internet, network resources, and online sites in a courteous and respectful manner. All internet users should recognize that, with valuable content online, there is also unverified, incorrect, and/or inappropriate content.

#### CyberBullying

Kids Health defines cyberbullying as, "The use of technology to harass, threaten, embarrass, or target another person." By definition, it occurs among young people. Cyberbullying will not be tolerated and is strictly forbidden. The user should remember that digital activities are monitored and retained. Report cyberbullying immediately to school personnel.

#### District Acceptable Use Policy

District Policy 815 Acceptable Use of Internet, Computers and Network Resources is to be followed at all times.

#### Use, Care, and Routines of iPads

Students are responsible for the safety and security of their iPad. Students will be permitted to take the iPad home (Grades 5-12 nightly / Grades K-4 as permitted by teachers and administration).

- 1. Students should never pile things on top of the iPad in or out of their backpack.
- Keep the iPad in the districtissued rugged case at all times.
- 3. Do not leave the iPad out in extreme heat or cold.
- 4. Do not leave the iPad in a vehicle or place it on top of a vehicle.
- 5. Keep food, drink, pets, etc. away from the iPad at all times.
- 6. Do not drop the iPad as the screen is made of glass and will break.
- 7. Do not leave the iPad unattended at any time including during class, extracurricular activities, lunch, locker room, etc. During lunch, iPads are to be kept in lockers, backpacks, or a locked classroom.
- 8. Labels, stickers, or screen protectors placed on the iPad by the district shall not be removed.
- 9. Do not write on, or place any labels or stickers on, the iPad or districtissued case. Do not alter the iPad in any manner that will permanently change the iPad.
- 10. Do not remove the serial number or identification sticker on the iPad
- 11. The lock screen picture will remain the school logo with the device name showing. Students may not alter their lock screen picture.
- 12. Do not lend the iPad to a classmate, friend, or family member.
- 13. Clean the iPad screen with a soft, dry, antistatic cloth or with a screen cleaner designed specifically for LCD type screens.
- 14. Fully charge the iPad each night with the appropriate iPad A/C adapter.
- 15. Do not attempt to repair a damaged iPad.
- 16. Do not upgrade or change the iPad operating system in any way.
- 17. Do not remove or circumvent the mobile device management system installed on each iPad. This includes removing restrictions or "jailbreaking" the device.
- 18. Do not sync the iPad with a district or home computer.
- 19. Avoid touching the screen with pens/pencils. Use an appropriate stylus.
- 20. Students may not change the "Lock Screen" without permission. Students may not change the "Device Name".
- 21. Students may not change or delete "Profile" settings.

#### Email and District Apple ID for Students

All students must use their individual school issued email account and district Apple ID. All iPads will need to be set up with this email and the student's district Apple ID account so students can quickly and easily send messages and schoolwork to teachers. The effective use of email will:

- 1. Develop appropriate digital communication skills
- 2. Allow students to develop positive professional relationships with peers and staff.
- 3. Assist in collaboration skills required in careers and higher education settings.

#### School Email or other School Communication Platforms

School email accounts and school communication platforms exist to facilitate communication and learning between students and students and staff. They are for educational use only.

Students should only have their school email account set up on their iPad. No other personal email accounts should be set up on the iPad.

All communication from students to teachers must be on their school issued email or other district approved communication platform. Personal accounts, including texting, are not an acceptable means of communication with teachers.

#### Camera

Each student iPad is equipped with a digital camera feature. The camera will allow students to maximize learning and teaching opportunities. This feature will be used for educational purposes only. iPads may not be brought into restrooms, locker rooms, or other changing areas. iPads may not be taken to Physical Education classes or other events where physical damage to the iPads would be likely to occur without permission from the teacher. These restrictions are for both sanitation and social health reasons. Inappropriate pictures/video of yourself (selfies) are prohibited.

#### Examples of Proper Educational Use:

- Recording and/or taking pictures for projectbased learning assessments.
- Assisting in ensuring accurate notes are taken in class.
- Submitting work digitally.

Students are not allowed to take any pictures/video of staff and/or students without expressed permission by those individuals. Any violation of this policy will result in discipline measures.

#### Listening to Music

While at school, music apps will be available on student iPads for academic uses only. Streaming music is not allowed at school.

Users must follow copyright and other applicable laws.

#### Watching Movies

Watching movies will not be allowed during school hours. Video segments required for school use will be allowed on iPads with teacher permission. Students will have access to YouTube with teacher authorized videos.

#### Games

Students may not play games on the iPad during school hours unless they are given permission by the teacher and the game supports education. The content of any games played at home must be school appropriate.

#### Student Files and Storage

All students should store their files using district provide file storage in OneDrive through Office 365. Additional data storage, through portable or cloud resources, is at the expense and responsibility of the user.

#### Printina

Printing will not be allowed from the iPads at school. If printing is necessary, students must email the document to their school email account or access from the student's OneDrive and print from a computer lab / Library Media Center.

#### iPad Background

The lock screen picture background will be used by the district and cannot be changed. Any picture used as the background for a schoolissued iPad must be school appropriate and align with the Acceptable Use guidelines.

#### Plagiarism

- 1. Users are prohibited from plagiarizing (using as their own without citing the original creator) content, including words or images, from the Internet.
- 2. Users should not take credit for things they didn't create themselves, or misrepresent themselves as an author or creator of something found online.
- 3. Research conducted via the Internet should be appropriately cited, giving credit to the original authors. Users are prohibited from accessing sites that promote plagiarism. These sites should be reported to school personnel.
- 4. Plagiarism will be handled according to the school discipline policy on plagiarism. Please see the school handbook for the policy.
- 5. Users must follow copyright and other applicable laws.

Behaviors and Discipline Related to Student iPad Use Violations are as follows:

- 1. Failure to bring iPad to school.
- 2. Missing cover.
- 3. Damaging, defacing, placing stickers, etc. to iPad.
- 4. Using account belonging to another student or staff member.
- 5. Accessing inappropriate material.
- 6. CyberBullying.
- 7. Using profanity, obscenity, derogatory, inflammatory, or racist terms.
- 8. Sending/forwarding assignment to another student to use as their own.
- 9. Not having iPad fully charged when brought to school.
- 10. Attempts to defeat or bypass the district's Internet filter and/or security settings.
- 11. Modifying the district's browser settings or other techniques to avoid being blocked from inappropriate sites or to conceal inappropriate Internet activity.
- 12. Unauthorized downloading/installing of apps.

#### Progressive Discipline

Student discipline for violations of this policy will be progressive, reasonable to the age of the student, and appropriate for the infraction as determined by school administration.

Discipline steps will include verbal warnings, parent conference, detention, and suspension.

Misuse of the device that constitutes a crime will be referred to the police.

Unacceptable use of the iPad includes, but is not limited to, the following examples:

- 1. Using the school network for illegal activities such as copyright and/or license violations.
- 2. Using the iPad as the vehicle for plagiarism.
- 3. Unauthorized downloading of apps and/or jailbreaking of the iPad.
- 4. Accessing and/or using websites or materials that are not in direct support of the curriculum and are inappropriate for school.
- 5. Vandalizing equipment and/or accessing the network inappropriately. Using and/or possessing programs that are capable of hacking the network.
- 6. Gaining unauthorized access anywhere on the network.
- 7. Invading the privacy of individual(s).
- 8. Using and/or allowing use of another person's login/password to access the network.
- 9. Being a passive observer or active participant with any unauthorized network activity.
- 10. Participating in cyberbullying of any person.
- 11. Using objectionable language, photos, or other content (e.g. racist, terroristic, abusive, sexually explicit, threatening, stalking, demeaning or slanderous).
- 12. Obtaining, modifying, or using user name/passwords of other users.
- 13. Modifying files belonging to another student on the network.
- 14. Attempting to access or accessing websites blocked by the school's Internet filter.
- 15. Downloading apps, streaming media, or playing games without permission of an administrator.

16. Sending and/or forwarding emails that are chain letters, forwards, etc. via school email.

#### Power Management

iPads are essential classroom tools and students are expected to arrive to school prepared for the day. Students are responsible to recharge the iPad's battery so it is fully charged by the start of the next school day. Students with no battery life may bring the iPad to the Library Media Center for charging.

Charging of iPads will follow the procedures below to ensure minimal disruption to learning of all students.

- 1. Users will forfeit use of the iPad for the entire time it takes to fully charge the iPad.
- 2. The Library Media Center will not lend an iPad to a student while the student's iPad is charging.
- 3. Users may pick-up or check on the iPad between classes and during lunch.

#### iPad Security

Content filtering is present on the school network. The Children's Internet Protection Act requires that schools have a content filter in place onsite and the school will make every effort to block inappropriate and objectionable sites. Students are to comply with the district's Acceptable Use of Internet, Computers and Network Resources policy on and off school district property. Although district content filtering will travel with the iPad outside the school building, when using the iPad at home, parents/guardians must still supervise the appropriate use of iPad.

#### Loss or Theft

If the iPad is lost or stolen, the district will issue the student a replacement iPad, at no charge, if the student was demonstrating reasonableness of care at the time of the loss / theft AND the parent/guardian files a police report within 24 hours of the incident. Otherwise, replacement is the financial responsibility of the student or parent/guardian. iPad insurance does not apply.

- 1. Users will report any damaged or lost iPads to school administration.
- 2. Users will bring damaged iPads to the Library Media Center, and fill out an incident report. Submit a Help-Desk technology request for any minor troubleshooting.
- 3. Damaged SWASD iPads that are not in a district issued case, regardless of insurance, will be the financial responsibility of the student or parent/guardian.

#### Fees/Insurance

Parents/guardians have the option of purchasing annual, nonrefundable insurance for the iPad, the protective case, power adapters and cables. Purchasing insurance limits the parents'/guardians' and/or student's financial liability on incidents. If insurance is not purchased, the parent/guardian is financially liable for the full replacement or repair cost as determined by the Director of Technology.

- 1. Insurance fees paid to the district are for the current academic year and are non-refundable. Insurance fees will be prorated for new students based on the remaining school days.
- 2. Annual enrollment deadline is the second Friday of each new school term.
- 3. Insurance cost and coverages are detailed in the Insurance Enrollment Form (Attachment A).

#### Insurance Coverage Details:

- Damage: Pays for damage to the iPad on school property or any other location that is accidental where the student was exercising reasonableness of care.
- Fire: Pays for loss or damage due to fire, providing the claim includes a copy of the official Fire Report from the investigating authority.
- Electrical Surge: Pays for damage of the iPad due to an electrical surge.
- Vandalism: Pays for damage caused by vandalism.
- Natural Disasters: Pays for loss caused by a Natural Disaster

Annual iPad Insurance Enrollment.pdf (262 KB)

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Book Policy Manual

Section 800 Operations

Title Use of Generative Artificial Intelligence in Education

Code 815.1 Vol II 2024

Status From PSBA

#### <u>Purpose</u>

The district recognizes the potential that Generative Artificial Intelligence (Generative AI) offers in enhancing educational opportunities, streamlining operations and preparing students for a future that demands adaptability, critical thinking and digital literacy. When incorporated and used in a responsible and ethical manner, Generative AI can support a dynamic working and learning experience.

This policy addresses guidelines for the proper management and responsible use of Generative AI in the district's educational environment.

#### <u>Authority</u>

The Board directs that the use of Generative AI in the educational environment shall be limited to approved educational purposes and shall comply with applicable state and federal laws, regulations, Board policies, administrative regulations and school rules including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA), as well as Board policies related to acceptable use of computers and network resources, student and staff conduct, copyright protections, student records, personnel records, bullying and cyberbullying, nondiscrimination and harassment, data security and staff and student expression. [1][2][3][4] [5][6][7][8][9][10][11][12][13][14][15][16][17][18][19][20][21][22][23][24][25][26][27]

The availability of access to Generative AI tools and resources by students and staff does not imply endorsement by the district of the Generative AI tool or resource, nor does the district guarantee the accuracy of the information received from Generative AI tools or resources. The district shall not be responsible for any information that may be lost, damaged or unavailable when using a Generative AI tool or resource.

The district shall not be responsible for the dissemination, replication or alteration of information or data input by any student or staff into any Generative AI tool or resource. Nothing in this policy is intended to limit the district's obligations under applicable law or regulations.

The district shall not be responsible for any unauthorized charges or fees resulting from access or use of Generative AI tools or resources.

#### **Definitions**

**AI literacy** – the ability to understand, use and interact with AI systems effectively, efficiently and responsibly.

**Artificial Intelligence (AI)** – technology designed to mimic human intelligence, such as analyzing data, recognizing patterns and making decisions.

**Generative Artificial Intelligence (Generative AI)** – an advanced subset of AI that is capable of generating new content from learned data and pattern recognition across various mediums such as text, code, images, audio and video data. Generative AI is the focus of this policy.

**Open-source AI** – AI tools and resources that are built on publicly accessible platforms and use and share data among all users who access the platform, both within and outside of the district.

#### Delegation of Responsibility

The district shall make every effort to ensure that Generative AI tools and resources are used responsibly by students and staff. The effective integration of Generative AI into education requires a collaborative effort between administration, teachers, staff, students and families.

The district shall inform staff, students, parents/guardians and other users about this policy by posting on the district website and by other efficient methods.

 $\{\ \}$  The district shall obtain prior informed consent from parents/guardians before allowing a student to use Generative AI tools and resources in school. [3]

Generative AI tools and resources used in district schools and programs shall be evaluated and authorized on an ongoing basis for age-appropriateness, bias, privacy protections, accessibility standards and data security by the following individuals:[8][9][10][27][28]

1. { } Superintendent.	
2. { } Building principals.	
3. { } Solicitor.	
4. { } Director of Information Technology.	
5. { } Director of Curriculum and Instruction.	
6. { } School librarian.	
7. { }	Other

The Board directs that only district-authorized Generative AI tools and resources may be used on district computers and in district schools and programs. Staff shall consult the district's list of authorized Generative AI tools and resources prior to implementation in the educational environment. Unauthorized Generative AI tools and resources may not adhere to required data privacy, monitoring and security standards.[3][25][27]

The Superintendent or designee shall be responsible for developing procedures to address student safety measures and to determine whether Generative AI tools and resources are being used for purposes prohibited by law, Board policy or for accessing sexually explicit materials.[2] [25][29][30][31][32][33]

The district solicitor, in coordination with the Director of Information Technology, shall evaluate new and existing vendor contracts, collective bargaining agreements and related agreements for impacts related to district use of Generative AI.[34][35]

#### **Guidelines**

AI Literacy

Staff -

The district shall provide staff with professional development opportunities addressing the effective and safe integration of Generative AI to enhance teaching and learning. Professional development opportunities may include, but not be limited to:

- 1. Ethical use of Generative AI.
- 2. The capabilities and limitations of Generative AI.
- 3. Critical analysis of content produced by Generative AI.
- 4. How to monitor and evaluate student inputs into Generative AI systems.
- 5. The parameters established by the district for integrating Generative AI tools into classroom instructional design.

6.	Other.
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{ } Beyond formal professional development opportunities, the district encourages staff to explore Generative AI to discover lesson plan ideas, create templates or assessments and to generate ideas for the personalization of student learning. Generative AI tools and resources shall be used in accordance with applicable laws, regulations and this Board policy.

Students -

The district shall provide training for students, which may include, but not be limited to:

- 1. Establishment of expectations regarding the ethical use of Generative AI.
- 2. The capabilities and limitations of Generative AI.
- 3. Critical analysis of content produced by Generative AI.
- 4. How to disclose use and cite Generative AI resources.
- 5. The importance of not disclosing personally identifiable information when using an opensource Generative AI tool or resource.

6.	 _Other.

#### **Ethical Considerations**

The district shall prioritize the educational value in the use of Generative AI tools and resources and will take measures to mitigate associated risks. The district shall only authorize Generative AI systems and platforms appropriately equipped for preventing breach of personally identifiable information and addressing the district's prohibitions against discrimination, harassment, bullying, bias and access to sexually explicit materials, or those which are harmful to minors or prohibited by Board policy.[8][9][10][20][25]

The district's technology protection measures shall be enforced during use of Generative AI on district computers and network resources.[25]

The district shall provide additional training, when needed, and address accessibility needs to provide equitable access to Generative AI tools and resources for students and staff including, but not limited to, individuals with disabilities and English Learner students.[8][9][10][11][36]

The district prohibits the use of Generative AI in making decisions regarding employee recruitment, hiring, retention, promotion, transfer, evaluation, demotion or dismissal.[10]

The district prohibits the use of Generative AI in making final determinations on student assessments and evaluations.[8][9][11][14][37][38]

#### Academic Integrity -

The use of Generative AI by students to complete assignments or assessments shall only be allowed to the extent stated and outlined by the teacher for the individual assignment or course. Students shall be notified in advance of the parameters for use of Generative AI in assignments and assessments.

{ } Teachers shall outline use of Generative AI tools and resources in their required lesson plans. [39]

Students and staff shall receive training and be expected to appropriately cite original sources for quotations, facts, information, statistics, dates or the paraphrased statements of others. A Generative AI resource shall be cited when the system's generated content is quoted, paraphrased or otherwise used in the student's work. Lack of citation to AI generated work improperly implies that the work is entirely that of the student.[16]

The Board permits the use of AI detection tools as an aid to identify potential academic integrity issues, but prohibits reliance on results from AI detection tools as the sole determination of academic integrity.

#### Copyright -

Individuals using Generative AI tools and resources must comply with federal law and Board policy regarding the duplication or use of copyrighted materials.[4][24]

#### AI-Generated Content Verification -

Individuals using Generative AI tools and resources have a responsibility to apply proper oversight and evaluation of generated information. Generative AI tools shall not be the sole determining factor used to make decisions related to student learning, assessment, academic integrity or conduct. Staff and students should critically evaluate content produced by Generative AI for potential biases or inaccuracies and understand the importance of cross-referencing with trusted resources.

#### Evaluation and Monitoring of Generative AI

Administrators, network supervisors and teaching staff shall establish processes for ongoing evaluation and monitoring of Generative AI tools and resources used within the district and on district computers and network resources, including periodic assessments of the impact on student learning.

Issues identified during the evaluation	nd monitoring process	shall be reported t	o the
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{ } Supermicenuem	{	}	Superintendent
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{ } Building	principal	١,
--------------	-----------	----

{ } Director of Information Technology.	
{ } Director of Curriculum and Instruction.	
{}	Other.

#### Consequences for Inappropriate Use

Failure to comply with this policy or district rules regarding appropriate use of Generative AI including, but not limited to, acceptable use of computer and network resources, shall result in usage restrictions, loss of access privileges, disciplinary action and/or referral to legal authorities. [12][16][21][25][40]

Students and staff must immediately report any violations or suspicious activity to the building principal or designee.

Users of Generative AI shall be responsible for damages to the equipment, systems, platforms and software resulting from deliberate, malicious or willful acts.[25][41]

Illegal use of Generative AI; intentional modification without permission or damage to files or data belonging to others; copyright violations; and theft of services shall be reported to the appropriate legal authorities for possible prosecution.

This policy shall also apply to student conduct that occurs off school property or during nonschool hours to the same extent as provided in Board policy on student discipline.[12][16][25][40]

#### PSBA New 5/24 © 2024 PSBA

Legal	1. 24 P.S. 4601 et seq
	2. 47 U.S.C. 254
	3. 15 U.S.C. 6501 et seq
	4. 17 U.S.C. 101 et seq
	<u>5. 20 U.S.C. 1232g</u>
	6. 20 U.S.C. 1400 et seq
	7. 42 U.S.C. 12101 et seq
	8. Pol. 103
	9. Pol. 103.1
	10. Pol. 104
	11. Pol. 113
	12. Pol. 113.1
	13. Pol. 113.4
	14. Pol. 114
	15. Pol. 216
	16. Pol. 218
	17. Pol. 220
	18. Pol. 237

19. Pol. 247

- 20. Pol. 249
- 21. Pol. 317
- 22. Pol. 320
- 23. Pol. 324
- 24. Pol. 814
- 25. Pol. 815
- 26. Pol. 830
- 27. Pol. 830.1
- 28. Pol. 105
- 29. 18 Pa. C.S.A. 5903
- 30. 18 Pa. C.S.A. 6312
- 31. 18 U.S.C. 2256
- 32. 20 U.S.C. 7131
- 33. 47 CFR 54.520
- 34. Pol. 308
- 35. Pol. 818
- 36. Pol. 138
- 37. Pol. 113.3
- 38. Pol. 127
- 39. Pol. 111
- 40. Pol. 233
- 41, 24 P.S. 4604
- 18 Pa. C.S.A. 2709
- 29 U.S.C. 794
- 28 CFR Part 35
- 28 CFR Part 36
- 34 CFR Part 99
- 34 CFR Part 104
- 34 CFR Part 300
- Pol. 304
- Pol. 824



Book

Policy Manual

Section

800 Operations

Title

Use of Generative Artificial Intelligence in Education

Code

815.2

Status

First Reading

#### <u>Purpose</u>

The district recognizes the potential that Generative Artificial Intelligence (Generative AI) offers in enhancing educational opportunities, streamlining operations and preparing students for a future that demands adaptability, critical thinking and digital literacy. When incorporated and used in a responsible and ethical manner, Generative AI can support a dynamic working and learning experience.

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The Board directs that the use of Generative AI in the educational environment shall be limited to approved educational purposes and shall comply with applicable state and federal laws, regulations, Board policies, administrative regulations and school rules including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA), as well as Board policies related to acceptable use of computers and network resources, student and staff conduct, copyright protections, student records, personnel records, bullying and cyberbullying, nondiscrimination and harassment, data security and staff and student expression. [1][2][3][4] [5][6][7][8][9][10][11][12][13][14][15][16][17][18][19][20][21][22][23][24][25][26][27]

The availability of access to Generative AI tools and resources by students and staff does not imply endorsement by the district of the Generative AI tool or resource, nor does the district guarantee the accuracy of the information received from Generative AI tools or resources. The district shall not be responsible for any information that may be lost, damaged or unavailable when using a Generative AI tool or resource.

The district shall not be responsible for the dissemination, replication or alteration of information or data input by any student or staff into any Generative AI tool or resource. Nothing in this policy is intended to limit the district's obligations under applicable law or regulations.

The district shall not be responsible for any unauthorized charges or fees resulting from access or use of Generative AI tools or resources.

#### **Definitions**

**AI literacy** – the ability to understand, use and interact with AI systems effectively, efficiently and responsibly.

**Artificial Intelligence (AI)** – technology designed to mimic human intelligence, such as analyzing data, recognizing patterns and making decisions.

**Generative Artificial Intelligence (Generative AI)** – an advanced subset of AI that is capable of generating new content from learned data and pattern recognition across various mediums such as text, code, images, audio and video data. Generative AI is the focus of this policy.

**Open-source AI** – AI tools and resources that are built on publicly accessible platforms and use and share data among all users who access the platform, both within and outside of the district.

#### **Delegation of Responsibility**

The district shall make every effort to ensure that Generative AI tools and resources are used responsibly by students and staff. The effective integration of Generative AI into education requires a collaborative effort between administration, teachers, staff, students and families.

The district shall inform staff, students, parents/guardians and other users about this policy by posting on the district website and by other efficient methods.

 $\{\ \}$  The district shall obtain prior informed consent from parents/guardians before allowing a student to use Generative AI tools and resources in school.  $[\underline{3}]$ 

Generative AI tools and resources used in district schools and programs shall be evaluated and authorized on an ongoing basis for age-appropriateness, bias, privacy protections, accessibility standards and data security by the following individuals:[8][9][10][27][28]

ı. { } Superintendent.
2. { } Building principals.
3. { } Solicitor.
4. $\{X\}$ Director of Innovative Learning & Information Systems 5. $\{\ \}$ Director of Curriculum and Instruction.
6. { } School librarian.
7. { } Other.

The Board directs that only district-authorized Generative AI tools and resources may be used on district computers and in district schools and programs. Staff shall consult the district's list of authorized Generative AI tools and resources prior to implementation in the educational environment. Unauthorized Generative AI tools and resources may not adhere to required data privacy, monitoring and security standards.[3][25][27]

The Superintendent or designee shall be responsible for developing procedures to address student safety measures and to determine whether Generative AI tools and resources are being used for purposes prohibited by law, Board policy or for accessing sexually explicit materials.[2] [25][29][30][31][32][33]

The district solicitor, in coordination with the Director of Information Technology, shall evaluate new and existing vendor contracts, collective bargaining agreements and related agreements for impacts related to district use of Generative AI.[34][35]

#### **Guidelines**

#### AI Literacy

Staff -

The district shall provide staff with professional development opportunities addressing the effective and safe integration of Generative AI to enhance teaching and learning. Professional development opportunities may include, but not be limited to:

- 1. Ethical use of Generative AI.
- 2. The capabilities and limitations of Generative AI.
- 3. Critical analysis of content produced by Generative AI.
- 4. How to monitor and evaluate student inputs into Generative AI systems.
- 5. The parameters established by the district for integrating Generative AI tools into classroom instructional design.

6	Other.
6.	Other.

{ } Beyond formal professional development opportunities, the district encourages staff to explore Generative AI to discover lesson plan ideas, create templates or assessments and to generate ideas for the personalization of student learning. Generative AI tools and resources shall be used in accordance with applicable laws, regulations and this Board policy.

#### Students -

The district shall provide training for students, which may include, but not be limited to:

- 1. Establishment of expectations regarding the ethical use of Generative AI.
- 2. The capabilities and limitations of Generative AI.
- 3. Critical analysis of content produced by Generative AI.
- 4. How to disclose use and cite Generative AI resources.
- 5. The importance of not disclosing personally identifiable information when using an opensource Generative AI tool or resource.

6	Other.
n	Outel.

#### Ethical Considerations

The district shall prioritize the educational value in the use of Generative AI tools and resources and will take measures to mitigate associated risks. The district shall only authorize Generative AI systems and platforms appropriately equipped for preventing breach of personally identifiable information and addressing the district's prohibitions against discrimination, harassment, bullying, bias and access to sexually explicit materials, or those which are harmful to minors or prohibited by Board policy.[8][9][10][20][25]

The district's technology protection measures shall be enforced during use of Generative AI on district computers and network resources.[25]

The district shall provide additional training, when needed, and address accessibility needs to provide equitable access to Generative AI tools and resources for students and staff including, but not limited to, individuals with disabilities and English Learner students.[8][9][10][11][36]

The district prohibits the use of Generative AI in making decisions regarding employee recruitment, hiring, retention, promotion, transfer, evaluation, demotion or dismissal.[10]

The district prohibits the use of Generative AI in making final determinations on student assessments and evaluations.[8][9][11][14][37][38]

#### Academic Integrity -

The use of Generative AI by students to complete assignments or assessments shall only be allowed to the extent stated and outlined by the teacher for the individual assignment or course. Students shall be notified in advance of the parameters for use of Generative AI in assignments and assessments.

{ } Teachers shall outline use of Generative AI tools and resources in their required lesson plans. [39]

Students and staff shall receive training and be expected to appropriately cite original sources for quotations, facts, information, statistics, dates or the paraphrased statements of others. A Generative AI resource shall be cited when the system's generated content is quoted, paraphrased or otherwise used in the student's work. Lack of citation to AI generated work improperly implies that the work is entirely that of the student.[16]

The Board permits the use of AI detection tools as an aid to identify potential academic integrity issues, but prohibits reliance on results from AI detection tools as the sole determination of academic integrity.

#### Copyright -

Individuals using Generative AI tools and resources must comply with federal law and Board policy regarding the duplication or use of copyrighted materials.[4][24]

#### AI-Generated Content Verification -

Individuals using Generative AI tools and resources have a responsibility to apply proper oversight and evaluation of generated information. Generative AI tools shall not be the sole determining factor used to make decisions related to student learning, assessment, academic integrity or conduct. Staff and students should critically evaluate content produced by Generative AI for potential biases or inaccuracies and understand the importance of cross-referencing with trusted resources.

#### Evaluation and Monitoring of Generative AI

Administrators, network supervisors and teaching staff shall establish processes for ongoing evaluation and monitoring of Generative AI tools and resources used within the district and on district computers and network resources, including periodic assessments of the impact on student learning.

Issues identified during the evaluation and monitoring process shall be reported to the

{ } Superintender
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{ } Buildi	ng pri	ncipal.
------------	--------	---------

{X} Director of Innovative Learning & Information Systems

{ } Director of Curriculum and Instruction.	
{}	Other

#### Consequences for Inappropriate Use

Failure to comply with this policy or district rules regarding appropriate use of Generative AI including, but not limited to, acceptable use of computer and network resources, shall result in usage restrictions, loss of access privileges, disciplinary action and/or referral to legal authorities. [12][16][21][25][40]

Students and staff must immediately report any violations or suspicious activity to the building principal or designee.

Users of Generative AI shall be responsible for damages to the equipment, systems, platforms and software resulting from deliberate, malicious or willful acts.[25][41]

Illegal use of Generative AI; intentional modification without permission or damage to files or data belonging to others; copyright violations; and theft of services shall be reported to the appropriate legal authorities for possible prosecution.

This policy shall also apply to student conduct that occurs off school property or during nonschool hours to the same extent as provided in Board policy on student discipline.[12][16][25][40]

#### PSBA New 5/24 © 2024 PSBA

Legal	1. 24 P.S. 4601 et seg
	2. 47 U.S.C. 254
	3. 15 U.S.C. 6501 et seq
	4. 17 U.S.C. 101 et seg
	5. 20 U.S.C. 1232g
	6. 20 U.S.C. 1400 et seq
	7. 42 U.S.C. 12101 et seq
	8. Pol. 103
	9. Pol. 103.1
	10. Pol. 104
	11. Pol. 113
	12. Pol. 113.1
v	13. Pol. 113.4
	14. Pol. 114
	15. Pol. 216
	16. Pol. 218
	17. Pol. 220
	18. Pol. 237
	19. Pol. 247
	20. Pol. 249
	21. Pol. 317

- 22. Pol. 320
- 23. Pol. 324
- 24. Pol. 814
- 25. Pol. 815
- 26. Pol. 830
- 27. Pol. 830.1
- 28. Pol. 105
- 29. 18 Pa. C.S.A. 5903
- 30. 18 Pa. C.S.A. 6312
- 31. 18 U.S.C. 2256
- 32. 20 U.S.C. 7131
- 33. 47 CFR 54.520
- 34, Pol. 308
- 35. Pol. 818
- 36. Pol. 138
- 37. Pol. 113.3
- 38. Pol. 127
- 39. Pol. 111
- 40. Pol. 233
- 41. 24 P.S. 4604
- 18 Pa. C.S.A. 2709
- 29 U.S.C. 794
- 28 CFR Part 35
- 28 CFR Part 36
- 34 CFR Part 99
- 34 CFR Part 104
- 34 CFR Part 300
- Pol. 304
- Pol. 824

# Field Trip Request

Print Form



South Williamsport Area School District 515 West Central Ave. South Williamsport, PA

17702

Phone: 570-327-1581 Fax: 570-326-0641 www.swasd.org

# Teacher: Gregg Anthony Grade / Club Girls Varisty Basketball Building Jr / Sr High School Date of Application 06/04/2024

#### **General Information**

Place to be Visited	Elizabethtown College	
Date of Visitation	8/2/24 to 8/4/24	
Number of Students	10-12	
Number of Faculty	3 Coaches	
Additional Chaperon	es	_

### **Transportation**

Transportation Needs	School Van	~
Departure Time	8/2-apx Noon	
Time Leaving Destination	8/4-apx 2:00 PM	

Explain how this trip is related to specific course objectives or will enhance other learning outcomes:

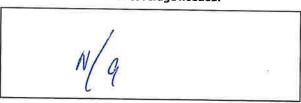
Varsity Team Camp	
W	

#### **Fees**

Admission Fees (\$)	Team-\$280 Player \$250
Funding Source for Admission	Team-from Account Players will pay the \$250
Funding Source for Transportation	

#### **Substitute Coverage**

Number and duration of coverage needed:



Is this an out of state trip	100	\ <del>-</del>
Is this an overnight trip?	YES	v

#### Additional information if needed:

Coaches going:	
Aaron Green- Head Coach	
Gregg Anthony- Asst Coach	
Julie Anthony- JH Coach	

# **Approval / Signature Required**

Principal:	. /
Set Him - AS	> 6/5/2024
Superintendent:	1. E

School board approval is required for all overnight and/or out of state trips.

District Office

Keep Looking.

Keep Learning.

LEARN • CREATE • DISCOVER • EXPLORE • INNOVATE

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# Principal Spotlight Central Elementary June Board Meeting

- Central held its End of Year activities during the last week of school.
  - The PBIS team hosted an awards ceremony in the multi-purpose room and invited the student body to attend.
  - They also organized a prize raffle where students could enter their tickets earned by Dojo points, for chances to win one of 40 prizes.
     These prizes were donated by the Central staff, and purchased with PBIS funds. Throughout the prize raffle, a slide show highlighting the Year at a Glance was shown.
  - O The final activity was a picnic held at the South park complex. Students participated in games, at lunch, had ice cream provided by the PTO, and were given an extra surprise of a huge Bounce House, also courtesy of the PTO.
  - Central wishes to thank the parents and guardians who assisted in chaperoning this event, the PTO for their generous funding of the Bounce House and the Ice Cream truck, as well as the Central Tier 1 PBIS team, for their time, energy and willingness to host such memorable events for our students.
- Central's furniture sale was held Thurs. and Fri. June 6-7. Many items were sold in the sale. Thank you to Bill and his crew for helping with the moving of all of this furniture!
- Report cards and accompanying benchmark reports were mailed the week of June 10<sup>th</sup>.
- The James V. Brown Library Book Bus will be stationed at Central in the upper parking lot every other Friday throughout the summer, starting on June 7<sup>th</sup>.
- QBS Training and re-certification courses are being held for district staff during the month of June.

District Office

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## **Principal Spotlight** Rommelt Elementary **June Board Meeting**

#### Rommelt:

- Learning and Emotional Support students toured the Jr./Sr. High in small groups with Mrs. Tillotson in May 2024.
- Graduating High School Seniors completed a Graduation Walkthrough for the student body at the Rommelt auditorium on the same day as the Talent Show, 5/29/24. Congratulations to all graduating seniors and those who shared their skills, talents, and comedy skills with the faculty and student body!
- Our implementation year of School-Wide Positive Behavioral Interventions and Support (SWPBIS) was a success and contributed to lower behavioral referrals for the general student body. We celebrated with an end-of-year PBIS picnic at the South Williamsport Park Complex on 5/30/24, and the PTO provided an ice-cream treat for all. A SWPBIS update meeting with Andrea Schmucker from IU 17 is scheduled for Rommelt Tier 1 faculty on 8/26/24.
- In collaboration with Sharon Tallent, School-Based Outreach Worker, 18 Rommelt students were scheduled for School Attendance Improvement Plans due to truancy during the 2023-24 school year.
- Our Rommelt Open House is scheduled for 8/29/24 @ 6 pm.

#### Student Services:

- The Alternative Education for Disruptive Youth (AEDY) End-of-Year Report was verified and uploaded to the Leader site as mandated by PDE. South Williamsport had two students attending the Compass Academy AEDY program during the 2023-24 school year.
- The Education for Children and Youth Experiencing Homeless (ECYEH) End-of-Year Report was verified in the state ECYEH system. South Williamsport had 20 families who qualified as "homeless" during the 2023-24 school year which involved a total of 30 students. To meet criteria, these families must have a precipitating event that caused them to be homeless (eviction, abandonment, death or incarceration of a parent, act of natural disaster, parent divorce/separation, or other poverty-related situation) and may be in a temporary living situation (doubled-up, living in a hotel/motel, in a shelter/transitional housing, substandard living conditions, or unsheltered).

#### At Rommelt,

we strive to cultivate a safe environment that instills respect, responsibility, motivation and pride in ourselves and our South community.

District Office

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# **Technology Spotlight June Board Meeting**

Below are the current list of summer technology projects we are working on:

- 1.) Report Cards: Print end of year report cards Done
- 2.) **Bus Transportation Software:** Begin move to Tyler Technologies Transportation Software from Transfinder
- 3.) **School Messenger:** Begin transition from Swift K12 Communication Software to MyPowerSchool Hub & School Messenger **In Progress**
- 4.) Remove all Technology from Central Elementary Classrooms for Renovation Project
  - a. Computers Done
  - b. Phones Done
- 5.) Susan's Office: Move Susan's Office at HS to IDF 5 because of Renovation & for new AD Done
- 6.) Kelly Shearer Computer Lab:
  - a. Remove Old Computers Done
  - b. Order & Set-up New Laptops
- 7.) Jon Peter's Computer Lab:
  - a. Remove Old Computers Done
  - b. Order & Set-up New Laptops
- 8.) Mike Steppe's Mac Lab:
  - a. Update Computers to latest MacOS Done
  - b. Move Computer Lab to Room 213 Done
- 9.) iPad's:
  - a. Collect Student iPads for Summer Done
  - b. Erase 12th Grade iPads for incoming 7th Graders
  - c. Setup iPads for 7th Graders
  - d. Erase 6th Grade iPads for Incoming Kindergarten Students
  - e. Setup iPads for Kindergarten Students
- 10.) PowerSchool
  - a. **School Messenger:** Begin transition from Swift K12 Communication Software In Progress
  - b. Set-up Smart Alert Attendance In Progress
  - c. Set-up My PowerSchool Hub In Progress
  - d. Setup Lesson Planner In Progress
  - e. Rollover to Set-up for new School Year Week of July 15th



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- 11.) eHall Pass Set-up:
  - a. Setup Rommelt 5<sup>th</sup> & 6<sup>th</sup> Grade for eHallPass
- 12.) Elementary Report Cards:
  - a. Enter New K-5 ELA Standards in PowerSchool for New Report Cards
  - b. Create and Design New Report Cards for K-5
- 13.) Newsela: Set up program for Rostering and Classlink Integration for Central
- 14.) PLTW Project Lead The Way: Order Materials
- 15.) Content Keeper: Set-up and Install for Content Filter
- 16.) Microsoft Teams: Make Adjustments for Teams and Delete Chat History
- 17.) Recycling: Set-up Recycling Pick-up for HS by end of June In Progress
- 18.) Place Tech Orders from 24-25 Budget:
- 19.) **E-Rate Category 2 Funding:** Order and coordinate installation of new equipment when funding approved **expecting approval soon** 
  - a. Wireless Network
  - b. Switches
  - c. UPS's
- 20.) CompuGen: Complete Door Access Security & Camera System In Progress
  - a. Doors have been converted to new system In Progress
  - b. Swap Video cameras for door alert notifications In Progress

#### Items that will happen in August

- 21.) CompuGen: Install and Set-up Door Access & Cameras for Addition at Central
- 22.) Central Furniture Install: Beginning August 15th Furniture Ordered
- 23.) Set-up Computers and Connections for All Central Classrooms: Will occur once given the go ahead from Contractors
- 24.) Set-up & Connect Classroom Phones at Central: Will occur once given the go ahead from Contractors
- 25.) **Central Pa System & Emergency Call System Training:** Training for all staff on new emergency call system in classrooms

# **2023-24 Sports Results**

Fall

**Boys Soccer** 

- District 4 Playoffs

**Cross Country** 

- Olivia Loudenslager and Addy Morrison competed in the in State Championships

Football

- District 4 Champions

- PIAA Eastern Finals

- Ryan Casella, Chris Confer, Dylan Scheller - All State

**Girls Soccer** 

- District 4 Champions

- Eastern State Semi Finals

- Ella Moore - All State

**Girls Tennis** 

- Mid Penn Champions (Undefeated in League Play)

- District 4 Quarterfinals

Volleyball

- District 4 Champions

- State Playoffs

**Winter** 

**Boys Basketball** 

- District 4 Playoffs

Girls Basketball

- District 4 Playoffs

Wrestling

- Ryan Casella - 3rd Place NE Regionals and competed in the State Championships

**Spring** 

Baseball

- District 4 Runner Up

- State Playoffs

Softball

- District 4 Champion

- State Runner Up

Track

- Dylan Scheller (long jump) placed

6th in the State Championships