Committee Of The Whole Meeting Agenda

Thursday, May 21, 2026 at 6:00 PM

MIFFLIN COUNTY SCHOOL DISTRICT
ADMINISTRATION BUILDING
201 EIGHTH STREET, HIGHLAND PARK
LEWISTOWN, PA 17044-1197
Mission Statement: Educate each student to meet life's challenges.

1. **OPENING ITEMS**

1.A. **Call To Order**

1.B. **Roll Call**
MARK R. BAKER
ERIN N. BARLUP
JESSICA E. BAUMGARDNER
PAULA R. DICKSON
BRENT A. ERB
ZEB I. HARSHBARGER
R. BRIAN KETCHEM
E. TERRY STYERS
CODY L. WIAN

2. **COMMUNICATION REPORTS**

2.A. **School Board Secretary**

2.B. **School Board Members**

2.C. **Superintendent**

2.D. **Chief Academic Officer**

2.E. **Chief Operations Officer**

2.F. **Director of Buildings and Grounds**
DBG_May26 7

2.G. **Mifflin County Academy of Science and Technology**

2.H. **Ad Hoc Committee Reports**
- 4/28/26 - Evaluation Committee meeting - notes attached.

MCSD Evaluation Committee Meeting Minutes 11

3. **PUBLIC COMMENT**
Public comment at this point in the agenda should pertain only to items listed on the agenda. Please state your first and last name and the town you reside in. Comments will be limited to 5 minutes.

4. **CONSENT AGENDA**
Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for Board approval by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to ensure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

4.A. **Approval of Minutes**
Approval of minutes of the Committee of the Whole meeting held on April 16, 2026.
Approval of minutes of the Regular Board meeting held on April 23, 2026.

04162026 COW Minutes 14
04232026 RBM Minutes 19

4.B. **Policies and Curriculum**
Recommend approval of the following Policies and Curriculum items:
Approval of the following draft policies as a **second/final reading**, to replace the board's previously adopted board policies of the same number if they exist:
140 - Charter Schools - minimal updates from PSBA
236.1 - Threat Assessment - minimal updates from PSBA
805 - Emergency Preparedness and Response with Attachment - minimal updates from PSBA
805.2 - School Security Personnel - minimal updates from PSBA
810 - Transportation - minimal updates from PSBA

140 - Charter Schools - Updated 042026 27
236.1 - Threat Assessment - Update 042026 31
805 - Emergency Preparedness and Response 40
805.2 - School Security Personnel 46
810 - Transportation - Update 042026 52

4.C. **Custodial/Maintenance**
Nothing at this time.

4.D. **Finance**
Approval of the following Financial items:
1. Review of Treasurer Reports for month ended **April 30, 2026**
    a. Kish Bank
    b. PSDLAF / PSDMAX
    c. Capital Projects Fund (PLGIT)
    d. Athletic Project
2. Review of listing of bills for payment
3. Review of Revenue and Expense Summaries

4. Real Estate and Per Capita Tax Collector Report
5. Informational: Multi-Sports Facilities Expenses/Foundation Receipts
6. Recommend budget transfers for 2025-2026 fiscal year
7. Recommend approval of Offer on Repository on property map number 17 ,21-0518--,000
8. Recommend approval of Offer on Repository on property map number 04 ,05-0112--,000
9. Recommend approval to exonerate Mifflin County Tax Claim Bureau from collecting delinquent 2024-2025 real estate tax on parcel 19 ,09-0102--,027
10. Recommend approval to exonerate Mifflin County Tax Claim Bureau from collecting delinquent 2018-2022 real estate tax on parcel 16 ,10-0100--,020
11. Recommend approval to exonerate Mifflin County Tax Claim Bureau from collecting delinquent 2025 real estate tax on parcel 20 ,13-0503B-,063
12. Recommend approval to exonerate Mifflin County Tax Claim Bureau from collecting delinquent 2025 real estate tax on parcel 08 ,20-0237--,001
13. Per Capita Tax Exoneration Requests from former Burnham Borough Tax Collector retroactive to December 31, 2025 (if received - all other collectors received and approved)
14. Informational: Results of 2025 Upset Sale

Treasurers Report May 2026 56

4.E. **Cafeteria**

Approval of the Cafeteria Financial Report for April 2026.
Authorization to pay Cafeteria Bills for April 2026.

April 2026 Food Service Reports 104

4.F. **Transportation**

Approval of the following Transportation items:
Recommended Drivers:

- **Shotzberger, Brad L.** - BGJ Enterprise LLC - Retroactive approval to begin 5/11/2026.

4.G. **Student Related**

Nothing at this time.

4.H. **Personnel**

Approval of all personnel items listed below and on the attached personnel sheet:

- Recommend that **JENNIFER L. WINGARD** be elected School Board Treasurer for an annual term effective July 1, 2026 - June 30, 2027.

05282026 Personnel Sheet 107

4.I. **Athletics and Activities**

Approval of the listed Athletics/Activities items.
Nothing at this time.

4.J. **Consent Agenda Approval**

Approval of Consent Agenda Items 5A - 5I as presented.

5. **BOARD ACTION/ROLL CALL ITEMS**

5.A. **Application for Flexible Instruction Days**
Approval to submit the Mifflin County School District 2026-2027 Application for Flexible Instructional Days. Once approved, this application will be valid for 3 years.

5.B. **Employee A - 05282026 Termination**
Retroactive termination of Employee A - 05282026 effective 05/02/2026.

5.C. **Renaming of Ad Hoc Committee**
Approval to rename the Ad Hoc Evaluation Committee to the Ad Hoc Performance, Recognition, and Development Committee.

5.D. **2026-2027 Proposed Athletic Regulations**
Approval of the 2026-2027 Athletic Program Regulations (attached).
26-27 Proposed Athletic Regulations *121*

5.E. **Approval of Paving Bids**
Authorize the Director of Buildings and Grounds to review the bids and award the paving project to the lowest responsible bidder within the approved budget. The bids are due June 1, 2026 at 2:00 pm. The bids will be reported to the board.

5.F. **Authorization for Signatures on Contracts, Etc.**
Authorization of the following:
Authorize the following Central Office Administrators to sign contracts on behalf of the Mifflin County School District for July 1, 2026, through June 30, 2027 (any monetary limitation on the individual's signatory authority is in parentheses after their name):

- **Vance S. Varner** - Superintendent ($100,000.00)
2. **Thomas G. White, Jr.** - Director of Buildings and Grounds - also authorized to sign documents on behalf of MCSD for the sale and purchase of registered vehicles and equipment. ($50,000.00 - a second signature is required by the superintendent if over $50,000.00 with a cap of $100,000.00)
3. **Incoming Athletic Director** - ($5,000.00)
4. **Cindi L. Marsh** - Director of Student Services - authorized to sign for approval of daily rates and other program costs for student placements outside of and within MCSD
5. **Doug R. Cunningham** - Director of Information Systems - authorized to sign for approvals of software packages/programs and E-Rate submissions
6. **Steven F. DeArment** - Chief Academic Officer - authorized to sign for approvals of supplemental services, online accounts, etc., with Textbook purchases, instructional programs, professional development programs, etc.

5.G. **New Teachers' Supplemental Work**
Approval for teachers hired for the start of the 2026-2027 School Year to perform supplemental work during June, July, and August 2026, if needed.

5.H. **Transfer Rescinded**
Approval of Nicole Lewis's rescinding transfer from the HR Generalist position to the Business Education teacher at MCJHS for the start of the 26-27 SY. Nicole will remain as HR Generalist.

5.I. **Board Secretary Resignation Rescinded**

Approval of Nicole Lewis's rescinding the resignation as Board Secretary that was to take effect July 31, 2026. Nicole will remain as Board Secretary for the Mifflin County School District. Betsy Casner will no longer be Board Secretary for MCSD.

5.J. **Mentor Assignment Retracted**

Nicole M. Lewis will no longer be transferring to the Business Teacher position at MCJHS for the 26/27 school year, please retract Candace H. Fry as her mentor.

5.K. **Job Descriptions**

Approval of the updated job descriptions for Certified Occupational Therapy Assistant (COTA), Physical Therapist, Speech Language Pathologist, and Occupational Therapist.

COTA 156
Occupational Therapist 158
Physical Therapist 161
Speech Language Pathologist 164

5.L. **MOUs with Lewistown Police Department**

Approval of the updated Memoranda of Understanding (MOU) as per Chapter 10/Safe Schools Provisions with Lewistown Police Department effective July 1, 2026.

MOU - LIS 2026-2028 167
MOU - MCMS 2026-2028 181

5.M. **MOUs with Mifflin County Regional Police Department**

Approval of the updated Memoranda of Understanding (MOU) as per Chapter 10/Safe Schools Provisions with Mifflin County Regional Police Department effective July 1, 2026.

MOU - EDES 2026-2028 195
MOU - IVES 2026-2028 209
MOU - IVIS 2026-2028 223
MOU - LES 2026-2028 237
MOU - MCHS 2026-2028 251
MOU - MCJHS 2026-2028 265
MOU - SMES 2026-2028 279

5.N. **SRO Agreement with Borough of Lewistown**

Approval of the SRO Agreement as per Chapter 10/Safe Schools Provisions with the Borough of Lewistown effective July 1, 2026.

SRO AGREEMENT - 2026-2027 - Borough 293

5.O. **First Assistant Girls Basketball Coach**

Approval of Andrew T. Baker as the First Assistant Girls Basketball Coach for the Winter 2026 season of the 2026-2027 school year. Andrew has 10 years of experience and will be paid $3,920.00.

5.P. **Metz Culinary Management Agreement Renewal**

Approval of renewal of the food service management agreement with Metz Culinary Management for the period of July 1, 2026 - June 30, 2027.

5.Q. **Hiring of School Psychologist**
Approval of hiring MADELINE E. MARSH as a School Psychologist for Mifflin County School District, beginning at the start of the 26-27 SY, at a salary of $70,583, which is Master's +45 on the salary scale.

5.R. **MCAST 2026-2027 Final Budget Proposal**
Approval of the 2026-2027 Mifflin County Academy of Science and Technology General Fund Budget in the amount of $4,106,032.

5.S. **School Photography Services for 2026-2029**
Award School Photography Services for the Mifflin County School District to Strawbridge Studios Inc., from July 1, 2026, through June 30, 2029.

6. **OTHER BUSINESS**

7. **PUBLIC COMMENT**
Public comment at this point in the agenda may pertain to any district-related items. Please state your first and last name and the town you reside in. Comments will be limited to 5 minutes.

8. **EXECUTIVE SESSION**

8.A. **April Executive Session(s)**
- Executive Session held on 04/16/2026 at 7:31 PM - 8:48 PM for personnel items.
- Executive Sessions held on 04/23/2026 at 9:03 PM - 9:09 PM for personnel items, and 10:12 PM - 10:54 PM for personnel and contractual items.

8.B. **Convene into Executive Session**

8.C. **Reconvene to Regular Session**

9. **ADJOURNMENT BY PRESIDENT**

Building and Grounds Report
May 21, 2026

ITEM	DESCRIPTION	START	COMPLETE
Mifflin County Middle School	The Terrazzo stairs that lead up from the cafeteria need repairs. 1) This is scheduled to begin in June when school is out.	11/1/2025	8/14/2026
Lewistown Intermediate School	The emergency generator is 38 years old. It is getting difficult to find repair parts. 1) We are working on ordering a new generator for MCSD personnel to install when school is out. 2) The new unit was ordered in early January. Delivery is expected in August.	1/5/2026	10/14/2026
Administration Building	The steam boiler in the Administration Building is dated to 1994. The cast iron is deteriorating. It needs to be replaced. 1) The boiler is ordered. The lead time is 3 weeks. 2) The condensate pump is also ordered. The lead time is 7-11 weeks.	1/5/2026	10/15/2026
East Derry Elementary School	The eastern 25% of the school roof is dated to 2001. It will need to be replaced or coated soon. 1) I am working on applying for Public School Facility Improvement Grant funds to do the work. The grant is 75% grant and requires 25% matching funds. 2) If successful, the work would commence in 2027 since the funding would be late 2026. 3) We will monitor the roof condition and move the timeline as necessary. 4) The grant application has been submitted.	1/5/2026	8/15/2027

Strodes Mills Elementary	The domestic water storage tank at the Strodes Mills School needs to be updated. 1) The tank is original to the building and needs to be replaced. I am working on calculations and design that will meet the DEP required chlorine contact times. 2) This work requires DEP approval and a permit amendment. 3) The DEP permit application is submitted.	1/5/2026	8/15/2027
Mitchell Field	Now that the new sports fields are in operation, it's time to discuss the future of Mitchell Field. It is 5.2 acres in Lewistown Borough. The access is poor. The fences, bleachers, drainage, and lighting are all antiquated and need updating. 1) The current recommendation from the Grounds Committee is to evaluate and then remove the poor-condition sheds, visitor bleachers, and the light structures. Anything of value would be sold on Municibid.	Ongoing	
HVAC Districtwide	MCSD has 10 remaining JACE (Java Application Control Engine) controllers that need to be updated. The last time to buy date is set for 12-31-2026, and support will end in 2028. 1) Parts are ordered and we are scheduling this work with NRG.	5/1/2026	8/14/2026
IVEC Playground Equipment	Part of the playground equipment at IVEC needs to be replaced. The equipment dates to 1999 and was moved from another school. 1) The new equipment was ordered on 4/27/26. There is an estimated 4-5 week lead time. We hope to see the equipment in early June. 2) MCSD will remove the old equipment once an install date is confirmed.	4/27/2026	8/14/2026
MCJH bathroom floor renovation.	The epoxy floor coating is peeling in 12 bathrooms. 1) The materials are ordered, and scheduling is in process.		

Paving Project	The approved paving projects are out for bid. 1) The playground and both entrances at EDES are in need of paving. 2) The parking area along the field and the bus lane at SMES need paving repairs. 3) The project has been advertised. A mandatory pre-bid meeting was scheduled for 5/19/26 at 10 am. 4) Bids are due June 1, 2026, at 2 pm.	5/1/2026	08/7/2026
Marcal Field	Install a sidewalk along the parking lot. 1) This is planned for late June.	6/1/2026	8/7/2026
MCMS stage lighting.	The stage lighting and house lights need to be updated. 1) We have one COSTARS estimate on the lighting upgrade. 2) We have a second company working on a proposal, and we are pricing some of the house lighting components for possible MCSD installation.	5/1/2026	8/14/2027
MCMS stage floor.	The stage floor needs to be replaced. There are many repairs and soft spots. 1) Awaiting quotes on this.	5/1/2026	8/14/2027
MCHS Auditorium	Some sprinkler components above the auditorium ceiling are starting to seep and show corrosion. This has been an ongoing issue throughout the MCHS. We have inspected the school and replaced piping in about 20 locations. Due to accessibility, we were able to conduct a limited inspection above the auditorium ceiling. Some of the piping is blocked by lighting, ductwork, and other obstructions. As a cost-saving measure during construction, the catwalks were removed from the plan. 1) We are working with a sprinkler company to assess possible repairs. 2) We plan to do further inspections.	Ongoing	

MCHS scoreboard.	Board consideration of the following items to be purchased from the Capital Improvement Fund. 1) New scoreboard and video board in the MCHS gym. This will include shot clocks that will be required in the future. $155,000 2) I have been in touch with Kish Bank.	Ongoing	

MCSD Evaluation Committee Meeting Minutes

Date: April 28, 2026

Time: 5:03 pm – 6:32 pm

I. Call to Order

- The meeting was called to order at 5:03 pm.

II. Roll Call

- Erin N. Barlup – Present
- Jessica Baumgardner – Absent
- Brent A. Erb – Present
- R. Brian Ketchem – Present
- Others in Attendance: Mr. Vance Varner, Mr. Clint Aurand, Mr. Mark Sauer, Mrs. Nicole Lewis, 9 citizens

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III. Chairman Election

- Mr. Mark Sauer was unanimously elected Chairman.

IV. Committee Name Change

- Dr. Ketchem suggested the name of the committee be changed to Performance Recognition Committee or Performance Development Committee.
- Mrs. Barlup stated that the point of the committee is to enhance our current evaluation tools.
- Discussion occurred regarding the name of the committee.

- It was decided that the new name of the committee should be the Performance, Recognition and Development Committee. A board action will be required to change the name.

V. Current Evaluations & Modifying Evaluations

- Mr. Erb expressed concern about rubber-stamping and would like an evaluation that is more quantitative.
- Dr. Ketchem clarified that we want to see something "measurable." He expressed concern that the current evaluations do not allow employees to learn whether they are succeeding in their roles, inhibiting growth.
- Mr. Varner provided copies of the evaluation instruments and explained each one.
- Mr. Aurand explained, in detail, the teacher evaluation process, including observations and one-on-one conversations.
- Discussion occurred regarding the positives and negatives of the current evaluation process, recognition practices, and separating the individual score of the educator from the building score.
- Discussion occurred regarding anecdotal documentation being included in all evaluations.

VI. Future Goals of the Committee

- All committee members agreed that this was a good start at reviewing each evaluation tool. It was decided to focus on one or two evaluation instruments at a time.
- Mrs. Barlup suggested starting with Athletics since we will have a new Athletic Director who can provide input.
- Discussion occurred regarding the next meeting. It was decided that the week of June 22, 2026 would be the best for all members.

- Mr. Varner suggested that the new Athletic Director and High School Principal be present.
- Dr. Ketchem will review minutes with the full board at the next board meeting.

VII. Adjournment

- The meeting adjourned at 6:32 pm.

Minutes Submitted By: Nicole M. Lewis

Title: Human Resources Generalist/School Board Secretary

Date: April 29, 2026

Committee Of The Whole Agenda
Thursday, April 16, 2026

1. OPENING ITEMS

A. Call to Order **- The Committee of the Whole Meeting of the Mifflin County School District was held Thursday evening, April 16, 2026 at 6:30 pm at the Administration Building, 201 Eighth Street, Highland Park, Lewistown, Pennsylvania.**

B. Roll Call

Mark R. Baker - Present
Erin N. Barlup - Present via Zoom
Jessica E. Baumgardner - Present
Paula R. Dickson - Present
Brent A. Erb - Present
Zeb I. Harshbarger - Present
R. Brian Ketchem - Present
E. Terry Styers - Present
Cody L. Wian - Present

Others in Attendance
Mr. Vance S. Varner, Superintendent
Mr. Steven DeArment, Chief Academic Officer
Mr. Clint N. Aurand, Chief Operations Officer
Mrs. Melinda Kenepp, Retiring Chief Financial Officer
Mrs. Jennifer Wingard, Incoming Chief Financial Officer
Mr. Thomas G. White, Director of Buildings and Grounds
Mrs. Laura Hicks, Academy Director
Mrs. Nicole M. Lewis, Board Secretary
Mr. Orris Knepp, Knepp & Snook
Mr. Doug Cunningham, Director of Technology
3 citizens

2. COMMUNICATIONS/REPORTS

A. School Board Secretary **- PSBA CEO sent a letter regarding the Delegate Meeting on November 7th at Cumberland Valley School District. Mifflin County School District is eligible to send three representatives. If anyone is interested in attending, it must be voted on at the May meeting.**

B. School Board Members **- Nothing at this time.**

C. Superintendent

- **At the March 26, 2026 regular voting meeting, it was announced that an Executive Session would be held for student-related topics. Personnel was also discussed at this Executive Session.**
- **There is an error on the personnel sheet. G. Eric McGinnis should be hired at Ph.D., Step 2 - $59,633.**
- **We will need to have an Executive Session tonight for personnel topics.**

D. Chief Academic Officer **- Nothing at this time.**

E. Chief Operations Officer **- Nothing at this time.**

F. Director of Buildings and Grounds

- **Mr. White discussed the change of plans to correct the playground equipment at IVEC. The parts are no longer being manufactured. Two different options were presented. Discussion occurred.**
- **Mr. White discussed a promotion that NRG (our HVAC provider) is running on controllers that would save the district money if the replacement is done now rather than waiting until their end of life, which is next year.**
- **Discussion occurred regarding the pricing of lighting and flooring for the auditorium at MCMS. Dr. Ketchem asked that the board receive 2 competing quotes moving forward for any work we will have done to compare the numbers.**
- **Mr. Erb suggested saving the money from the equipment sale of bleachers and other items at Mitchell Field for the requested new building for Maintenance.**

G. Mifflin County Academy of Science and Technology

- **This week is the written NOCTI. Many students have scored in the Advanced tier.**
- **Next week, only seniors and business volunteers will be in the building as they complete their NOCTI testing.**
- **Mrs. Hicks thanked all volunteers.**
- **Mrs. Dickson asked if students would still have to take the Keystone Exam if they are taking the NOCTI. Mrs. Hicks advised that they would.**

H. Ad Hoc Committee Reports

- **Mr. Erb asked for an update regarding the parent communication systems that Mr. Cunningham was to look into. Mr. Cunningham provided an update.**

3. PUBLIC COMMENT

A. Public Comment Period **- Nothing at this time.**

4. CONSENT AGENDA STATEMENT - Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

5. CONSENT AGENDA
A. Approval of Minutes - Committee of the Whole - March 19, 2026

Recommend approval of minutes of the Committee of the Whole meeting held March 19, 2026.

B. Approval of Minutes - Regular Board Meeting - March 26, 2026

Recommend approval of minutes of the Regular Board meeting held March 26, 2026.

C. Policies and Curriculum

Recommend approval of the following Policies and Curriculum items:

1. Recommend approval of the following draft policies as a **second/final reading**, to replace the board's previously adopted board policies of the same number, if they exist:

204 - Attendance - Update from PSBA to comply with PA School Code
218.1 - Weapons - Update from PSBA to comply with PA School Code
626 - Procurement - Attachment 4 - Updated with Pricing Thresholds for Purchases Subject to Bid for 2026
805.1 - Relations with Law Enforcement Agencies - Update from PSBA - minimal wording changes

2. Recommend approval of the following draft policies as a **first reading**, to replace the board's previously adopted board policies of the same number, if they exist.

140 - Charter Schools - minimal updates from PSBA
236.1 - Threat Assessment - minimal updates from PSBA
805 - Emergency Preparedness and Response with Attachment - minimal updates from PSBA
805.2 - School Security Personnel - minimal updates from PSBA
810 - Transportation - minimal updates from PSBA

D. Custodial/Maintenance - Nothing at this time.

E. Finance **- Mrs. Kenepp presented the following:**

Recommend approval of the following Financial items:

1. Review of Treasurer Reports for month ended **March 31, 2026**

a. Kish Bank
b. PSDLAF/PSDMAX

c. Capital Projects Fund (PLGIT)
d. Athletic Project

2. Review of listing of bills for payment

3. Review of Revenue and Expense Summaries

4. Real Estate and Per Capital Tax Collector Report

5. Informational: Multi-Sports Facilities Expenses/Foundation Receipts

6. Recommend approval to exonerate Mifflin County Tax Claim Bureau from collecting delinquent 2023-2025 real estate tax on parcel number 20 ,13-1510A-,001

7. Recommend approval of Offer on Repository on property map number 06 ,02-0130--,000

8. Recommend approval of the 2026-2027 Employee Pay Schedule

- **Mrs. Kenepp advised that #4 is not attached to the board packet.**
- **#8 - Teachers will have 27 pays for the 2026-2027 school year due to the number of Fridays from August to August.**

F. Cafeteria

Recommend approval of the following Cafeteria items:

1. Recommend approval of the Cafeteria Financial Report for **March 2026**

2. Request authorization to pay Cafeteria Bills for **March 2026**

G. Transportation

Informational Item:

1. Susan A. Slonaker approved driver for BGJ Enterprise will be transferring to Krise Transportation effective 4/8/2026.

H. Student Related - Nothing at this time.

I. Personnel

Recommend approval of all personnel items listed below and on the attached personnel sheet:

1. Job description for the Full-Time Person-In-Charge - Satellite Kitchen

J. Athletics and Activities

Recommend approval of the following Athletics/Activities items:

1. Permission for the Cross Country teams to attend the HOKA Showcase on August 29, 2026, at the Spire Academy in Geneva, OH. The Cross Country Boosters will be responsible for paying the costs of hotel and food accommodations.

HS Boys HOKA Showcase - 9:50 pm
HS Girls (submitted for Gold Division but they are able to race up) - 9:20 pm

K. Approval of Consent Agenda

Recommend approval of Consent Agenda Items A-J as presented.

<u>6. BOARD ACTION/ROLL CALL ITEMS</u>

A. Resigning ESY

Recommend approval of Kara M. McMullen's resignation from working ESY as a Certified Occupational Therapy Assistant (COTA), effective the 26-27 school year. She will no longer receive the $2,500 stipend for working ESY.

- **Mr. Varner explained that Ms. McMullen's salary included her stipend. Moving forward, if a COTA is needed during ESY, they will be paid an hourly rate.**

B. Federal Programs Coordinator

Recommend that Steven F. DeArment be approved as the Federal Programs Coordinator at a monthly stipend of $600/month, effective July 1, 2026.

C. Girls Wrestling as Fully Funded Sport

Recommend approval of Girls Wrestling (Varsity and Jr. High) as fully funded MCSD sports beginning the 26-27 school year. Estimated cost: Varsity - $21,000, JH - $12,000

D. Jr. High Baseball as Fully Funded Sport

Recommend approval to add Jr. High Baseball as a fully funded MCSD sport beginning the 26-27 school year. Estimated cost: $13,000

For items C & D:

- **Mr. Wian asked if there was room in the budget to fund these sports. Mrs. Kenepp advised that the sports were included in the presentation given at the Budget Work Session.**
- **Mrs. Barlup asked why this was being brought to the board when, typically, the district waits two years to fully fund sports. These clubs have been offered in the district for one year. Mr. Harshbarger advised that there is enough interest to warrant it.**
- **Mr. Styers asked if having a club sport for two years is coincidental or if it is written in policy. Mr. Varner advised that it is not in writing anywhere and just how the district has done it in the past.**
- **Discussion occurred regarding funding these sports.**
- **Mr. Erb stated that there are strong feeder programs for these sports. Mr. Wian advised that his concern was for students to sign up for the first year and then sign-ups to die off, but this does not seem to be the case. Mr. Styers added that Girls Wrestling is the fastest growing sport in PA.**

E. Resignation of Operating Committee Member

Recommend approval of the resignation of Jessica Baumgardner as a member of the Operating Committee for the Mifflin County Academy of Science and Technology, effective immediately.

- **Mrs. Baumgardner advised that this is only due to the time change of Operating Committee meetings.**

F. Nominations for Mifflin County Academy of Science & Technology Operating Committee

Nominations for the Operating Committee member open seat for the Mifflin County Academy of Science & Technology. (Nominations do not need a second.)

G. Election of Mifflin County Academy of Science & Technology Operating Committee Member to Fill Open Seat

Recommend approval of _____, to serve as the Operating Committee member to fill the open seat for the Mifflin County Academy of Science & Technology **until the next Reorganization Meeting.** (Roll Call Vote)

H. Election of Mifflin County Academy of Science & Technology Operating Committee Alternate (If needed)

Recommend approval of _____ to serve as Alternate Operating Committee member (if needed) for the Mifflin County Academy of Science & Technology **until the next Reorganization Meeting.** (Roll Call Vote)

I. Renewal of Agreement with Laurel Life Services

Recommend approval of the 2026-2027 and 2027-2028 agreement between MCSD and Folium, INC. d/b/a Laurel Life Services for Junior/Senior School Transition Classroom. The program will be held at MCHS.

J. Technology Hardware Purchase - Laptops

Recommend approval to purchase 1,423 Dell Pro Education 11 PE11260 Laptops at the price of $508.24 each. Total purchase price is $723,225.52 with MCSD purchasing 1,315 of those laptops for $668,335.60 and the Academy purchasing 108 laptops for $54,889.92.

- **Mr. Wian asked Mr. Cunningham if we are locked into this price. Mr. Cunningham stated that we are and that we received a price decrease and faster shipping for our order.**
- **Mr. Erb stated that this item needs to be on the agenda earlier, like February or March, so that we can obtain lower pricing.**
- **Mr. Baker asked what grade level these laptops will go to. Mr. Cunningham advised that they will be spread throughout the district.**
- **Mr. Baker asked if they will stay with students or if they are left in the classroom. Mr. Cunningham advised that laptops go with students throughout the day.**

K. Technology Purchase - Backup Data Array

Recommend approval to purchase a Synology Storage System along with supporting hardware and software for district backups at a price of $42,053.26.

- **Mr. Erb asked if this was a mandatory purchase. Mr. Cunningham advised that our current data arrays are 6 years old, and the recommended lifespan of them is 5 years.**

7. OTHER BUSINESS **- Nothing at this time.**

8. PUBLIC COMMENT
A. Public Comment Period **- Nothing at this time.**

9. EXECUTIVE SESSION
A. March Executive Session(s)

- Executive Session held on 3/19/2026 at 10:03 pm - 11:30 pm for contract and personnel items.
- Executive Session held on 3/26/2026 at 7:41 pm - 8:30 pm for personnel items.
- Executive Session held on 3/26/2026 at 8:35 pm - 8:44 pm for student-related and personnel items.

B. Convene into Executive Session - **N/A**

C. Reconvene to Regular Session- **N/A**

10. ADJOURNMENT BY PRESIDENT
A. Adjourn - **With no further business before the Board, the meeting adjourned at 7:28 pm.**

Respectfully Submitted,



Nicole M. Lewis, Board Secretary

Regular Board Meeting Minutes
Thursday, April 23, 2026

1. OPENING ITEMS

A. Call to Order - **The regular School Board Meeting of the Mifflin County School District was held Thursday evening, April 23, 2026, at 6:30 pm at the Administration Building, 201 Eighth Street, Highland Park, Lewistown Pennsylvania.**

B. Roll Call

Mark R. Baker - Present
Erin N. Barlup - Present
Jessica E. Baumgardner - Present
Paula R. Dickson - Present
Brent A. Erb - Present
Zeb I. Harshbarger - Present
R. Brian Ketchem - Present
E. Terry Styers - Present
Cody L. Wian - Present

Others in Attendance
Mr. Vance S. Varner, Superintendent
Mr. Steven DeArment, Chief Academic Officer
Mr. Clint N. Aurand, Chief Operations Officer
Mrs. Melinda Kenepp, Retiring Chief Financial Officer
Mrs. Jennifer Wingard, Incoming Chief Financial Officer
Mrs. Laura Hicks, Academy Director
Mrs. Cindi Marsh, Director of Student Services
Mr. Thomas White, Director of Buildings and Grounds
Ms. Tish Maclay, Athletic Director
Mrs. Nicole Lewis, Board Secretary
Mr. Orris Knepp, Knepp & Snook
Mr. Doug Cunningham, Director of Technology
6 citizens

2. COMMUNICATIONS/REPORTS

A. School Board Secretary - **Nothing at this time.**

B. School Board Members

- **Mr. Baker asked Mr. Wian to send out the training dates from PSBA.**

C. Superintendent - **Mr. Varner presented:**

- **Mrs. March gave her annual Special Education report. Discussion occurred regarding additional classrooms and space for incoming Special Education students.**
- **Shane Breon, Head Football Coach, presented his process of selecting coaches. Discussion occurred regarding the number of coaches per team, the evaluation process, and standard operating procedures for staff selection. Coach Wade Curry emphasized the importance of trusting the coaches to choose their own staff. Mrs. Barlup and Mrs. Baumgardner requested a process for an application or interest form. Mr. Orris Knepp suggested that if anyone on the board would like to reach out to Coach Breon, their questions should be run through the Athletics Committee.**
- **Mr. Varner presented the following names of MCHS students who have reached All-State status for Band and Chorus:**
  - **Ava Kelly - All State Chorus**
  - **Max Persing - All State Chorus**
  - **Cora Hartzler - All State Chorus**
  - **Caleb Noerr - All State Band**
  - **Alia Diehl - All State Band**
- **After tonight's meeting, we will need to have an executive session for a personnel topic.**

D. Chief Academic Officer - **Mr. DeArment presented:**

- **PSSA testing started this week. On Tuesday, the online system was down. This was at the state level, not an MCSD issue. Mr. Baker asked for Mr. DeArment to keep this in mind when reporting PSSA scores next year. Mr. Wian asked if the state had a contingency plan. Mr. DeArment explained that the state did concede some due to this issue.**

E. Chief Operations Officer - **Mr. Aurand presented:**

- **An email was sent to the Policy Committee members regarding a Policy Committee meeting. Mr. Aurand asked that those members please respond to the email so that a date can be nailed down for the meeting.**

F. Director of Buildings and Grounds - **Mr. White presented:**

- **Mr. White clarified that the rubber mulch at IVEC does meet ADA compliance so it will not need to be replaced.**
- **The playground equipment without monkey bars is slightly more expensive than models that do not have them.**
- **There are currently not solid numbers for Mr. White to present regarding the lighting and flooring for the MCMS auditorium.**

3. PUBLIC COMMENT

A. Public Comment Period

- **Shane Breon, Dillsburg - Football Coaches**
- **Ray Hoppel, Lewistown - Mid-Penn Conference**
- **Wade Curry, Lewistown - Mid-Penn Conference**

4. CONSENT AGENDA STATEMENT - Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

5. CONSENT AGENDA

A. Approval of Minutes - Committee of the Whole - March 19, 2026

Recommend approval of minutes of the Committee of the Whole meeting held March 19, 2026.

B. Approval of Minutes - Regular Board Meeting - March 26, 2026

Recommend approval of minutes of the Regular Board meeting held March 26, 2026.

C. Policies and Curriculum

Recommend approval of the following Policies and Curriculum items:

1. Recommend approval of the following draft policies as a **second/final reading**, to replace the board's previously adopted board policies of the same number, if they exist:

204 - Attendance - Update from PSBA to comply with PA School Code
218.1 - Weapons - Update from PSBA to comply with PA School Code
626 - Procurement - Attachment 4 - Updated with Pricing Thresholds for Purchases Subject to Bid for 2026
805.1 - Relations with Law Enforcement Agencies - Update from PSBA - minimal wording changes

2. Recommend approval of the following draft policies as a **first reading**, to replace the board's previously adopted board policies of the same number, if they exist:

140 - Charter Schools - minimal updates from PSBA
236.1 - Threat Assessment - minimal updates from PSBA
805 - Emergency Preparedness and Response with Attachment - minimal updates from PSBA
805.2 - School Security Personnel - minimal updates from PSBA
810 - Transportation - minimal updates from PSBA

D. Custodial/Maintenance - Nothing at this time.

E. Finance

Recommend approval of the following Financial items:

1. Review of Treasurer Reports for month ended **March 31, 2026**

    a. Kish Bank
    b. PSDLAF/PSDMAX
    c. Capital Projects Fund (PLGIT)
    d. Athletic Project

2. Review of listing of bills for payment

3. Review of Revenue and Expense Summaries

4. Real Estate and Per Capita Tax Collector Report

5. Informational: Multi-Sports Facilities Expenses/Foundation Receipts

6. Recommend approval to exonerate Mifflin County Tax Claim Bureau from collecting delinquent 2023-2025 real estate tax on parcel number 20 ,13-1510A-,001

7. Recommend approval of Offer on Repository on property map number 06 ,02-0130--,000

8. Recommend approval of the 2026-2027 Employee Pay Schedule

F. Cafeteria

Recommend approval of the following Cafeteria items:

1. Recommend approval of the Cafeteria Financial Report for **March 2026**

2. Request authorization to pay Cafeteria Bills for **March 2026**

G. Transportation

Recommend approval of the following Transportation items:

Recommended Drivers:

1. Kylie L. Wagner - Krise Transportation
2. Dustin P. Waite - Krise Transportation

Informational Item:

1. Susan A. Slonaker, approved driver for BGJ Enterprise, will be transferring to Krise Transportation effective 4/8/2026.

H. Student Related - Nothing at this time.

I. Personnel

Recommend approval of all personnel items listed below and on the attached personnel sheet:

1. Job description for the Full-Time Person-In-Charge - Satellite Kitchen

2. Resignation of Nicole Lewis as Board Secretary effective July 31, 2026.

3. Hiring of Betsy M. Casner as Board Secretary beginning August 1, 2026 through June 30, 2029 (to complete the current 4-year term) at a $3,090/year stipend, with the 26-27 school year being prorated.

J. Athletics and Activities

Recommend approval of the following Athletics/Activities items:

1. Permission for the Cross Country teams to attend the HOKA Showcase on August 29, 2026 at the Spire Academy in Geneva, OH. The Cross Country Boosters will be responsible for paying the costs of hotel and food accommodations.

- HS Boys HOKA Showcase - 9:50 pm
- HS Girls (submitted for Gold Division by they are able to race up): 9:20 pm

K. Approval of Consent Agenda

Recommend approval of Consent Agenda Items A-J as presented.

CONSENT AGENDA - Motion by Mr. Wian, second by Mr. Baker to approve the consent agenda.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

6. BOARD ACTION/ROLL CALL ITEMS

A. Resigning ESY

Recommend approval of Kara M. McMullen's resignation from working ESY as a Certified Occupational Therapy Assistant (COTA), effective the 26-27 school year. She will no longer receive the $2,500 stipend for working ESY.

Motion by Mr. Wian, second by Mrs. Barlup to approve item 6A.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

B. Federal Programs Coordinator

Recommend that Steven F. DeArment be approved as the Federal Programs Coordinator at a monthly stipend of $600/month, effective July 1, 2026.

Motion by Mr. Styers, second by Dr. Ketchem to approve item 6B.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

C. Girls Wrestling as Fully Funded Sport

Recommend approval of Girls Wrestling (Varsity and Jr. High) as fully funded MCSD sports beginning the 26-27 school year. Estimated cost: Varsity - $21,000 JH - $12,000

Motion by Mr. Wian, second by Mr. Erb to approve item 6C.
Mrs. Barlup made a motion to table item 6C. She stated that she would like to have an in-depth conversation regarding Girls' Wrestling before voting.
Mrs. Baumgardner seconded the motion to table item 6C, stating that a board member should not be unprepared to vote.
ROLL CALL VOTE to table item 6C: YES - 6, NO - 3: Mr. Erb, Mr. Harshbarger, and Mr. Styers voted no.
Item tabled.

D. Jr. High Baseball as Fully Funded Sport

Recommend approval to add Jr. High Baseball as a fully funded MCSD sport beginning the 26-27 school year. Estimated cost: $13,000

Motion by Mr. Erb, second by Mr. Baker to approve item 6D.
Mrs. Barlup made a motion to table item 6D for the same reasons as item 6C. She asked why these sports needed to be fully funded now instead of waiting for 2 years. Mr. Harshbarger stated he believes it is due to the amount of participation already.
Dr. Ketchem brought up about Title IX concerns. He suggested bringing item 6C back to the table for a vote.
There was no second to table item 6D.
ROLL CALL VOTE: YES - 8, NO - 1: Mrs. Barlup voted no.
Motion passed.

Dr. Ketchem made a motion to return to the previously tabled item 6C. Mr. Wian seconded his motion.

- **Dr. Ketchem stated that he feels the board vote would not change if we postpone it, and would like to vote on it tonight**
- **Mr. Styers mentioned that 65% of the board conversations lately have been about Athletics.**

ROLL CALL VOTE to bring item 6C back to the table: YES - 7, NO - 2: Mrs. Baumgardner and Mrs. Barlup voted no.
Motion passed to bring item 6C back to the table.

Motion by Mr. Styers, second by Mr. Wian to approve item 6C.
ROLL CALL VOTE: YES - 8, NO - 1: Mrs. Barlup voted no.
Motion passed.

E. Resignation of Operating Committee Member

Recommend approval of the resignation of Jessica Baumgardner as a member of the Operating Committee for the Mifflin County Academy of Science and Technology, effective immediately.

- **Mrs. Baumgardner stated that the reason for her resignation was due to scheduling conflicts.**

Motion by Mrs. Barlup, second by Mrs. Baumgardner to approve item 6E.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

F. Nominations for Mifflin County Academy of Science & Technology Operating Committee

Nominations for the Operating Committee member open seat for the Mifflin County Academy of Science & Technology. (Nominations do not need a second.)

Cody Wian, nominated by Mark Baker

Motion by Mr. Styers, second by Mr. Baker to close nominations.

G. Election of Mifflin County Academy of Science & Technology Operating Committee Member to Fill Open Seat

Recommend approval of **Cody Wian**, to serve as the Operating Committee member to fill the open seat for the Mifflin County Academy of Science & Technology until the next organization meeting (December 2026).

Motion by Mr. Baker, second by Mrs. Barlup to approve item 6G.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

H. Election of Mifflin County Academy of Science & Technology Operating Committee Alternate

Zeb Harshbarger, nominated by Erin Barlup
R. Brian Ketchem, nominated by Brent Erb

Motion by Mr. Wian, second by Mrs. Dickson to close nominations.

Mr. Harshbarger declined his nomination.

Recommend approval of **R. Brian Ketchem** to serve as Alternate Operating Committee member (if needed) for the Mifflin County Academy of Science & Technology until the next organization meeting (December 2026).

Motion by Mr. Erb, second by Mr. Wian to approve item 6H.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

I. Renewal of Agreement with Laurel Life Services

Recommend approval of the 2026-2027 and 2027-2028 agreement between MCSD and Folium, INC. d/b/a Laurel Life Services for Junior/Senior School Transition Classroom. The program will be held at MCHS.

Motion by Mr. Wian, second by Mrs. Baumgardner to approve item 6I.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

J. Technology Hardware Purchase - Laptops

Recommend approval to purchase 1,423 Dell Pro Education 11 PE11260 Laptops at the price of $508.24 each. Total purchase price is $723,225.52 with MCSD purchasing 1,315 of those laptops for $668,335.60 and the Academy purchasing 108 laptops for $54,889.92.

Motion by Mr. Wian, second by Mrs. Barlup to approve item 6J.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

K. Technology Purchase - Backup Data Array

Recommend approval to purchase a Synology Storage System along with supporting hardware and software for district backups at a price of $42,053.26.

- **Mr. Erb commented that this is essential for the district to protect all data.**

Motion by Mr. Wian, second by Mr. Baker to approve item 6K.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

L. Assistant Jr. High Football Coach

Recommend approval of Joshua D. Snook Sr. as the Assistant Jr. High Football Coach with 2 years of experience for the fall 2026 season at a salary of $1,904.00 beginning at the start of the football season.

Motion by Mr. Styers, second by Mr. Wian to approve item 6L.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

M. Volunteer Jr. High Football Coach

Recommend approval of Seth J. Napikoski as the Volunteer Jr. High Football Coach for the fall 2026 season, beginning at the start of the football season.

Motion by Mr. Styers, second by Mr. Wian to approve item 6M.
ROLL CALL VOTE: YES- 8, NO - 1: Mrs. Baumgardner voted no.
Motion passed.

N. Boiler at Administration Building

Recommend approval of the purchase of a new boiler for the Administration Building at a cost of $117,000 from the Capital Improvement Fund.

Motion by Mr. Wian, second by Mr. Baker to approve item 6N.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

O. Scoreboard and Video Board at MCHS Gymnasium

Recommend approval of the purchase of a new scoreboard and video board for the MCHS gymnasium, including shot clocks, which will be required in the future, at a cost of $155,000 from the Capital Improvement Fund.

- **Mr. Baker asked if there was a discussion regarding sponsorship. Mr. White and Mrs. Kenepp provided information regarding sponsorship.**

Motion by Mr. Erb, second by Mr. Wian to approve item 6O.
Mrs. Barlup made a motion to table item 6O. Dr. Ketchem seconded Mrs. Barlup's motion.
ROLL CALL VOTE to table item 6O: YES - 9 members present, motion carried unanimously.
Item tabled.

P. Lighting Upgrade in MCMS Auditorium

Recommend approval of the purchase of lighting upgrades for the MCMS auditorium at a cost not to exceed $250,000 from the Capital Improvement Fund. This is not a solid number.

- **Mr. White advised that this item will be brought back to the board if the cost is higher.**

Motion by Mr. Baker, second by Mr. Erb to approve item 6P.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

Q. MCMS Stage Floor Replacement

Recommend approval of the purchase of a new stage floor for MCMS at a cost not to exceed $75,000 from the Capital Improvement Fund. This is not a solid number.

Motion by Mr. Wian, second by Mr. Baker to approve item 6Q.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

R. MCJHS Bathroom Floor Replacement

Recommend approval of the purchase of new flooring for the bathrooms at MCJHS at a cost of $45,000 from the Capital Improvement Fund.

Motion by Mr. Baker, second by Mr. Wian to approve item 6R.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

S. Additional Jump Pit and Runway at Marcal Paper Field

Recommend approval of the purchase/installation of a second jump pit and runway at the Marcal Paper Field at a cost of $85,000 from the Capital Improvement Fund.

- **Mrs. Barlup asked what the district was gaining from adding this. Ms. Maclay provided clarification regarding hosting larger events.**
- **Mrs. Barlup asked why this fell under Mr. White. Mr. White stated that he would facilitate construction. Mrs. Kenepp provided clarification that the funds for this would not come out of the Maintenance budget, but rather the Capital Improvement Fund.**
- **Mr. White explained that this additional jump pit was not in the original plan and would have held up construction if it was decided to add it later on.**

Motion by Mr. Wian, second by Mr. Styers to approve item 6S.
ROLL CALL VOTE: YES - 4, NO - 5: Mr. Baker, Mrs. Baumgardner, Mrs. Barlup, Mrs. Dickson and Mr. Erb voted no.
Motion failed.

T. Playground Equipment Upgrades at IVEC

Recommend approval of one of the options listed below for playground equipment upgrades at IVEC from the Capital Improvement Fund.

Option A: Install New Equipment - $65,000.00
Option B: Immediate Need Repairs - $10,984.00
Option C: Immediate Repair and Remove Tube Slide - $3,849.00
Option D: All Repairs - $32,462.00

- **Mr. White explained different options for the playground equipment, monkey bars, and liability insurance.**
- **Mrs. Barlup suggested allowing students to vote on the playground equipment.**
- **Different layout options were reviewed**

Mr. Erb made a motion to amend item 6T, option A to state "<u>Not to Exceed</u> $65,000.00."
Mr. Baker seconded Mr. Erb's motion.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

Motion by Mr. Erb, second by Mr. Wian to approve the amended item 6T.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

U. HVAC JACE Upgrade Projects

Recommend approval of the HVAC JACE upgrade projects combined for better pricing at a total cost of $64,660 from the Capital Improvement Fund.

Motion by Mr. Baker, second by Mrs. Dicks to approve item 6U.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

V. Additional Sidewalks at Marcal Field

Recommend approval of the installation of additional sidewalks for students at the Marcal Paper Field at a cost of $35,000 from the Capital Improvement Fund.

Motion by Mrs. Baumgardner, second by Mr. Wian to approve item 6V.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

W. Water Storage Tank at Strodes Mills

Recommend approval of upgrades to the water storage tank at Strodes Mills Elementary at a cost of $45,000 from the Capital Improvement Fund.

Motion by Mr. Styers, second by Mr. Wian to approve item 6W.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

X. Districtwide Paving Repairs

Recommend approval of the districtwide paving repairs at a cost of $145,000 from the Capital Improvement Fund.

Motion by Mr. Erb, second by Mrs. Baumgardner to approve item 6X.
ROLL CALL VOTE: YES - 9 members present, motion carried unanimously.

7. OTHER BUSINESS

A. Discussion of MCSD Athletics' Participation in the Mid-Penn Conference.

- **Ms. Maclay explained how MCSD got into the Mid-Penn Conference, as well as the other conferences surrounding this area, and what schools are in each. She advised that, if our league changes, we may be sending our athletes to outdated facilities.**

8. PUBLIC COMMENT

A. Public Comment Period - **Nothing at this time.**

9. EXECUTIVE SESSION

A. March Executive Session(s)

- Executive Session held on 3/19/2026 at 10:03 pm - 11:30 pm for contract and personnel items.
- Executive Session held on 3/26/2026 at 7:41 pm - 8:30 pm for personnel items.
- Executive Session held on 3/26/2026 at 8:35 pm - 8:44 pm for student-related and personnel items.

B. Convene into Executive Session - **at 9:03 pm for personnel topics.**

C. Reconvene to Regular Session **- at 9:09 pm.**

10. ADJOURNMENT BY PRESIDENT

A. Adjourn **- With no further business before the Board, the meeting adjourned at 10:07 pm.**

Respectfully Submitted,

Nicole Lewis

Nicole Lewis, Board Secretary

Book	Policy Manual
Section	100 Programs
Title	Charter Schools
Code	140 Vol I 2026
Status	First Reading

Purpose

To provide students an opportunity to attend schools that operate independently from the school district, the Board shall work cooperatively with individuals and groups submitting proposals and applications for charter schools.**[1]**

Definitions

Appeal Board means the State Charter School Appeal Board established by the Charter School Law.[2]

Board of Trustees of a charter school shall be classified as public officials.[3]

Charter School means an independent, nonsectarian public school established and operated under a charter from the local Board in which students are enrolled or attend. A charter school must be organized as a public, nonprofit corporation; and charters may not be granted to any for-profit entity nor to support home education programs.[2][3][4]

Local Board of Directors (Board) means the Board of Directors of the school district in which a proposed or approved charter school is located.[2]

Regional Charter School means an independent public school established and operated under a charter from more than one local Board and approved by an affirmative vote of a majority of all Board members of each of the school districts involved.[2][5]

Authority

The Board shall evaluate submitted applications for charter schools based on the criteria established by law, regulations and any additional criteria required by the Board.[4]

A charter school application shall be approved or denied by a majority vote of all Board members at **an open** meeting, in accordance with the provisions of law. Written notice of the Board's decision shall be sent to the applicant, Department of Education and the Appeal Board, including reasons for denial and a clear description of application deficiencies if the application is denied. The Board shall evaluate denied applications that are revised and resubmitted.[4][6]

Upon approval of a charter application, the Board and the charter school's Board of Trustees shall sign the written charter, which shall be binding on both **parties**. The charter shall be for a period of three (3) to five (5) years and may be renewed for five-year periods by the Board.[7]

The Board shall not cap nor limit the number of district students enrolling in a charter school, unless agreed to by the charter school as part of the written charter.[8]

The Board may approve a leave of absence for up to five (5) years for a district employee to work in a charter school located in the district of employment or in a regional charter school in which the employing district is a participant, and the employee shall have the right to return to a comparable position in the district. The Board at its discretion may grant tenure to a temporary professional employee on leave from this district to teach in a charter school located in the district, upon completion of the appropriate probation period.[9]

The Board shall annually assess whether each charter school is meeting the goals of its charter and shall require each charter school to submit an annual report no later than August 1 of each year.[10]

The Board shall conduct a comprehensive review prior to granting a five-year renewal of the charter.[10]

The Board shall have ongoing access to the records and facilities of the charter school to ensure that the charter school is in compliance with its charter, Board policy and applicable laws.[10]

In cases where the health or safety of the charter school's students, staff or both is at serious risk, the Board may take immediate action to revoke a charter.[11]

The Board affirms that the Board of Trustees and the charter school shall be solely liable for any and all damages and costs of any kind resulting from any legal challenges involving the operation of a charter school. The local Board shall not be held liable for any activity or operation related to the program of a charter school.[12]

A charter school shall execute a "hold harmless" agreement indemnifying and insuring/agreeing to defend the school district in any and all kinds of liability areas so that the school district and Board are protected in any litigation related to the operation of a charter school.

Delegation of Responsibility

Applications for charter schools shall be submitted to the Superintendent or designee, who shall be responsible for communicating and cooperating with all applicants.

The Superintendent or designee shall be responsible to assist applicants with plans for technical assistance and contracted services that may be provided by the district.

Guidelines

A charter school shall be subject to all federal and state laws and regulations prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry or need for special education services.[3]

A charter school shall submit monthly enrollment figures and other required reports to the district, as stated in the charter.

Transportation

The district shall provide **free** transportation to resident students attending a charter school located in the district, a regional charter school of which the district is a member, and a charter school located within ten (10) miles outside district boundaries, in accordance with distance requirements established for district students. **Transportation provided to charter school students need not be identical to transportation provided to traditional public school students.**[13]**[14]**

Transportation shall be provided to charter school students on the dates and periods that the charter school is in session, regardless of whether transportation is provided to district students on those days.**[13]**

Applications

Applications for charter schools must contain all the information specified in the Charter School Law and any additional information required by the Board.[4][15]

Applications for charter schools shall be submitted to the Board by November 15 of **the preceding school** year in which the school will be established.[4]

Within forty-five (45) days of receipt, the Board shall hold at least one (1) public hearing on the charter application, in accordance with law. At least forty-five (45) days must pass between the first public hearing and the final decision of the Board. No later than seventy-five (75) days after the first public hearing, the Board shall grant or deny the application.[4]

Insurance/Risk Management

The charter school shall adequately protect against liability and risk through an active risk management program approved by the Board. The program shall include proof of purchase of insurance coverages as required by the Board.[12][15]

Minimum coverages and levels of appropriate coverages shall be established in the charter.

A charter school shall operate in a manner that minimizes the risk of injury and harm to students, employees and others.

PSBA Revision 3/26 © 2026 PSBA

Legal

1. 24 P.S. 1702-A
2. 24 P.S. 1703-A
3. 24 P.S. 1715-A
4. 24 P.S. 1717-A
5. 24 P.S. 1718-A
6. 65 Pa. C.S.A. 701 et seq
7. 24 P.S. 1720-A
8. 24 P.S. 1723-A
9. 24 P.S. 1724-A
10. 24 P.S. 1728-A
11. 24 P.S. 1729-A
12. 24 P.S. 1727-A

13. 24 P.S. 1726-A

14. Bell v. Wilkinsburg Sch. Dist., No. 23 WAP 2024, 2026 WL 152043 (Pa. Jan. 21, 2026)

15. 24 P.S. 1719-A

24 P.S. 1701-A et seq

Book	Policy Manual
Section	200 Pupils
Title	Threat Assessment
Code	236.1 Vol I 2026
Status	First Reading

Purpose

The Board is committed to protecting the health, safety and welfare of its students and the school community and providing the resources and support to address identified student needs. The Board adopts this policy to address student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others.[1]

Authority

The Board directs the Superintendent or designee, in consultation with the School Safety and Security Coordinator, to establish a threat assessment team and develop procedures for assessing and intervening with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others.[1]

The established procedures must include protocols for the timely consultation between the team and law enforcement, juvenile justice agencies, county agencies, health care providers or behavioral service providers, as appropriate, to refer students whose behavior indicates a potential threat for additional interventions or supports, including the exchange of relevant information in accordance with federal and state law.[1][2][3]

Definitions

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

Bias – the attitudes or beliefs we have about a person or group that affects our understanding, actions and decisions in a conscious or subconscious manner.

Individualized Management Plan – a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team's attention, as well as the resources and supports a student might need based on the information gathered during the assessment.

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

Delegation of Responsibility

The Superintendent or designee, in consultation with the School Safety and Security Coordinator, shall appoint [1] individuals to a district threat assessment team.

The Superintendent or designee shall designate a member of the team as team leader for the threat assessment team.[1]

The threat assessment team shall include the School Safety and Security Coordinator and individuals with expertise in school health; counseling, school psychology or social work; special education; and school administration.[1]

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

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

Guidelines

Training

The Superintendent or designee shall ensure that threat assessment team members are provided individual and/or group training annually on:[1]

1. Responsibilities of threat assessment team members.
2. Process of identifying, reporting, assessing, responding to and intervening with threats.
3. Identifying and avoiding racial, cultural or disability bias.[9][10]
4. Confidentiality requirements under state and federal laws and regulations, and Board policies.[5][7][11][12][13]
5. Student Assistance Program process.[5]
6. Youth suicide awareness, prevention and response.[8]
7. Trauma-informed approach.[14]
8. Safe2Say Something procedures.[7]
9. Multi-tiered systems of support.
10. Positive Behavioral Intervention and Support.

Threat assessment team training shall be credited toward professional education requirements and school safety and security training requirements for staff, in accordance with applicable law and Board policy.[1][7][15][16][17][18]

Information for Students, Parents/Guardians and Staff

The district shall annually notify students, staff and parents/guardians about the existence and purpose of the threat assessment team through posting information on the district website, publishing in handbooks and through other appropriate methods.[1]

The threat assessment team shall make available age-appropriate informational materials to students regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Informational materials shall be available for review by parents/guardians.[1][8][9][19][20][21]

The threat assessment team shall make available informational materials for school employees regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Information for school employees shall include a list of the staff members who have been appointed to the threat assessment team.[1][8][9][19][21]

The district shall annually provide mandatory training for school staff on identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with law, Board policy and the standards specified by the state's School Safety and Security Committee.[7][17]

Reporting and Identification

The threat assessment team shall document, assess and respond to reports received regarding students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.[1]

The threat assessment team shall assist in assessing and responding to reports that are received through the Safe2Say Something Program identifying students who may be a threat to themselves or others.[1][7]

The threat assessment team shall assist in assessing and responding to reports of students exhibiting self-harm or suicide risk factors or warning signs, as identified in accordance with applicable law and Board policy.[1][8]

When the threat assessment team has made a preliminary determination that a student's reported behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others, the team shall immediately take the following steps:[1]

1. Notify the Superintendent or designee and School Safety and Security Coordinator of the reported threat.

2. Notify the building principal of the school the student attends of the reported threat, who shall notify the student's parent/guardian of the reported threat.

When a reported student's behavior indicates that there may be an imminent threat to the safety of the student or others, or an emergency situation, a threat assessment team member shall take immediate action, which may include promptly reporting to the appropriate law enforcement agency and school administration.[1][6][7][22]

Where a threat assessment team member has reasonable cause to suspect that a reported situation indicates that a student may be a victim of child abuse, the member shall make a report of suspected child abuse in accordance with law and Board policy.[1][23][24]

Inquiry and Assessment

In investigating, assessing and responding to threat reports, the threat assessment team shall make a determination if the report should be addressed under one or more specific Board policies or administrative regulations, based on the subject matter of the report and the requirements of law, regulations and Board policy, including, but not limited to, reports involving:

1. Discrimination/Harassment.[9][19]
2. Bullying/Cyberbullying.[21]
3. Suicide Awareness, Prevention and Response.[8]
4. Hazing.[25]
5. Dating Violence.[26]

Members of the threat assessment team shall engage in an assessment of the reported student behavior that may indicate a threat, in accordance with training and established procedures. This process may include, but is not limited to:

1. Interviewing the student, other students, staff, parents/guardians or others regarding the subject(s) of the reported threat.
2. Reviewing existing academic, health and disciplinary records and assignments, as appropriate, regarding the subject(s) of the report.
3. Conducting searches of lockers, storage spaces and other possessions on school property as applicable, in accordance with applicable law, regulations and Board policy.[27]
4. Examining outside resources such as social media sites, in coordination with law enforcement, or contacting law enforcement, juvenile probation or community agencies to request additional information about the subject(s) of the report, in accordance with law, regulations and Board policies.
5. Where appropriate, convening the appropriate team to assess and/or address the situation that is the subject of the report, such as the Individualized Education Program (IEP) team, Section 504 Team, Behavior Support team, Student Assistance Program team or others.[5][10][28][29][30][31]

The threat assessment team shall establish and implement procedures, in accordance with the district's memorandum of understanding with each law enforcement agency having jurisdiction over school property, to address situations where the investigation of a reported threat shall be transferred to the appropriate law enforcement agency.[6][22]

The threat assessment team may request that the county agency or juvenile probation department consult and cooperate with the team in assessing the student who is the subject of a preliminary determination regarding a threat.[1]

When assessment of a student's behavior determines that it is not a threat to the student, other students, school employees, school facilities, the community or others, the threat assessment team shall document the assessment and may refer the student to other appropriate resources such as a child study team, the Student Assistance Program team, an IEP or Section 504 Team or other district supports and services.

Response and Intervention

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

threat and recommendations for disposition of the threat, including the information gathered during the assessment and recommendations for response and intervention.

Following notification to the student's parent/guardian, the threat assessment team may refer the student to an appropriate program or take action to address the reported situation in accordance with applicable Board policy, which may include, but is not limited to:[1]

1. A referral to the Student Assistance Program.[5]
2. A referral to the appropriate law enforcement agency.[6][7][22]
3. An appropriate evaluation to determine whether the student is a qualified student with a disability in need of a Section 504 Service Agreement or in need of special education services through an Individualized Education Program (IEP), in accordance with applicable law and Board policy.[10][28][31]
4. A referral to the student's IEP Team to review and address the student's IEP and/or Positive Behavior Support Plan. This could include, but is not limited to, a manifestation determination or functional behavioral assessment in accordance with applicable law, regulations and Board policy.[28][29][30][31]
5. A referral to the student's Section 504 Team to review and address the student's Section 504 Service Agreement and/or Positive Behavior Support Plan.[10]
6. With prior parental consent, a referral to a behavioral service provider, health care provider or county agency.[32]
7. Addressing behavior in accordance with applicable discipline policies and the Code of Student Conduct.[33][34][35][36]
8. Ongoing monitoring of the student by the threat assessment team, a child study team, Student Assistance Program team or other appropriate school personnel.
9. Taking steps to address the safety of any potential targets identified by the reported threat.[7][37]

School Safety and Security Incident Reporting –

For reporting purposes, the term **incident** means an instance involving an act of violence; the possession of a weapon; the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use or sale of alcohol or tobacco products; or conduct that constitutes an offense listed in the school safety and security provisions of School Code.[22][38][39][40]

When a reported threat also meets the definition of an incident, in accordance with reporting requirements, the Superintendent or designee shall immediately report required incidents, if not previously reported by district staff, and may report discretionary incidents committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement agency that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[22][33][38][39][41][42][43]

The Superintendent or designee shall notify the parent/guardian, if not previously notified by district staff, of any student directly involved in an incident on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, who is a victim or suspect, immediately, as soon as practicable. The Superintendent or designee will inform the parent/guardian whether or not the law enforcement

agency that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee will document attempts made to reach the parent/guardian.[22][39][44]

Students With Disabilities –

When reporting an incident committed by a student with a disability or referring a student with a disability to a law enforcement agency, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.[2][3][11][13][45][46]

Monitoring and Management

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

The threat assessment team, in coordination with other appropriate teams and supports, shall determine when the student's Individualized Management Plan is no longer needed for disposition of the threat(s), and may transfer appropriate information in accordance with applicable law, regulations and Board policy.[5][8][10][11][13][28]

Records Access and Confidentiality

In order to carry out their duties and facilitate the timely assessment of and intervention with students whose behavior may indicate a threat, the threat assessment team shall have access to the following student information to the extent permitted under applicable law and regulations:[1]

1. Student health records.[47][48]
2. Prior school disciplinary records.[11][13][49]
3. Records related to adjudication under applicable law and regulations.[49][50][51][52][53][54]
4. Records of prior behavioral or mental health or psychological evaluations or screenings maintained by the district.
5. Other records or information that may be relevant to evaluating a threat or determining treatment or referral options for a student that are maintained by the district.

The threat assessment team shall use all information or records obtained in fulfilling the team's duty in accordance with law to evaluate a threat or to recommend disposition of a threat. Team members shall not redisclose any record or information obtained or otherwise use any record of a student beyond the purpose for which the disclosure was made to the team, in accordance with law.[1]

The threat assessment team shall maintain confidentiality and handle all student records in accordance with applicable law, regulations, Board policy, the Student Records Plan and the district's legal and investigative obligations.[2][3][5][8][11][12][13][21][49][55]

Threat assessment members whose other assignments and roles require confidentiality of specific student communications, in accordance with law, shall ensure that all confidential communications and information are addressed in accordance with applicable law, regulations, Board policy and administrative regulations.[12][56][57][58][59]

Annual Board Report

The threat assessment team shall provide the required information to the Superintendent, in consultation with the School Safety and Security Coordinator, to annually develop and present to the Board, at an executive session, a report outlining the district's approach to threat assessment, which shall include:[1]

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

The annual threat assessment report shall be presented as part of the annual report to the Board by the School Safety and Security Coordinator on district safety and security practices.[1][6]

The threat assessment team's information addressing verification of compliance with law and regulations, the number of threat assessment teams assigned in the district and their composition, the total number of threats assessed that year, and additional information required by the Superintendent or designee shall be included in the School Safety and Security Coordinator's annual report on district safety and security practices that is submitted to the state's School Safety and Security Committee.[1][6][60]

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Legal

1. 24 P.S. 1302-E
2. 20 U.S.C. 1232g
3. 34 CFR Part 99
4. 24 P.S. 1301-E
5. Pol. 236
6. Pol. 805.2
7. Pol. 805
8. Pol. 819
9. Pol. 103
10. Pol. 103.1
11. Pol. 113.4

12. Pol. 207
13. Pol. 216
14. Pol. 146.1
15. 24 P.S. 1205.2
16. 24 P.S. 1205.5
17. 24 P.S. 1310-B
18. Pol. 333
19. Pol. 104
20. Pol. 105.1
21. Pol. 249
22. Pol. 805.1
23. 23 Pa. C.S.A. 6311
24. Pol. 806
25. Pol. 247
26. Pol. 252
27. Pol. 226
28. Pol. 113
29. Pol. 113.1
30. Pol. 113.2
31. Pol. 113.3
32. Pol. 146
33. Pol. 218
34. Pol. 218.1
35. Pol. 218.2
36. Pol. 233
37. Pol. 709
38. 24 P.S. 1319-B
39. 22 PA Code 10.2
40. 35 P.S. 780-102
41. 24 P.S. 1306.2-B
42. 22 PA Code 10.21
43. 22 PA Code 10.22
44. 22 PA Code 10.25
45. 20 U.S.C. 1415
46. 34 CFR Part 300
47. 24 P.S. 1409
48. Pol. 209
49. Pol. 216.1
50. 24 P.S. 1304-A
51. 24 P.S. 1305-A

52. 24 P.S. 1307-A

53. 42 Pa. C.S.A. 6341

54. Pol. 218.3

55. 24 P.S. 1304-D

56. 22 PA Code 12.12

57. 42 Pa. C.S.A. 5945

58. 42 Pa. C.S.A. 8337

59. 42 CFR Part 2

60. 24 P.S. 1309-B

20 U.S.C. 1400 et seq

35 P.S. 7601 et seq

Pol. 203.1

PA Commission on Crime and Delinquency, School Safety and Security Committee Model K-12 Threat Assessment Procedures and Guidelines

Book	Policy Manual
Section	800 Operations
Title	Emergency Preparedness and Response
Code	805 Vol VI 2025
Status	First Reading

Purpose

The Board recognizes its responsibility for the safety of students, staff, visitors and facilities. Therefore, the Board shall provide facilities, equipment and training necessary to protect against hazards and emergencies, including but not limited to natural disasters, hazardous chemicals, fires, weapons, bomb threats, intruders, terrorism, communicable diseases and pandemics. Advance planning, training, practice and comprehensive implementation are key components in protecting the safety and security of the school community.[1]

Authority

The district, in cooperation with the county Emergency Management Agency and the Pennsylvania Emergency Management Agency (PEMA), shall develop and implement a comprehensive disaster response and emergency preparedness plan, consistent with the guidelines developed by PEMA and other applicable state requirements.[2][3]

The Board shall also utilize the resources of and comply with the requirements of the Pennsylvania Department of Health, the Pennsylvania Department of Education and law enforcement agencies.[4]

The Board requires that emergency preparedness, emergency evacuation and school security drills be conducted at intervals required by state law.[3][5][6]

Definitions

School security drill – a planned exercise, other than a fire drill or natural disaster drill, designed to practice procedures to respond to an emergency situation that may include, but is not limited to, an act of terrorism, armed intruder situation or other violent threat.[5]

School Safety and Security Assessment – a strategic evaluation of a school entity's facilities and programs used to identify potential safety and security threats.[7]

Delegation of Responsibility

The Superintendent or designee shall collaborate with relevant stakeholders, including parents/guardians, students, staff, community agencies, law enforcement agencies and first responders, during the development and implementation of the emergency preparedness plan.

The Superintendent or designee shall implement a communication system to notify parents/guardians of the evacuation or sheltering of students and to alert the entire school community when necessary.

Annually, on or before April 10, the Superintendent shall certify that emergency evacuation drills and school security drills have been conducted in the manner prescribed by law.[5]

In accordance with state law and regulations, the Superintendent shall execute a memorandum of understanding with each law enforcement agency that has jurisdiction over school property.[4][8][9][10]

The Board directs the School Safety and Security Coordinator to periodically complete a School Safety and Security Assessment in accordance with the provisions of law and established criteria, based on the needs of the district and availability of funding and resources.[7][11]

Guidelines

Emergency Planning

The emergency preparedness plan shall be accessible in each district building, be reviewed at least annually, and be modified as necessary. A copy of the plan shall be made accessible to the county Emergency Management Agency, each law enforcement agency and each local fire department that have jurisdiction over school property. The district shall obtain assurances from each appropriate agency that the emergency preparedness plan will be safeguarded and maintained confidentially.[2][3][9]

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

Annually, by September 30, the district shall assemble information required to assist law enforcement agencies and fire departments in responding to an emergency. The required information shall be deployed immediately to the Incident Command Post in the event of an emergency incident or disaster.[2][3][4]

Schools and school buses or transportation vehicles owned or leased by the district shall be made available to local, county and state officials for emergency planning and exercises.[3]

Continuity of Student Learning/Core Operations

In the event of an emergency, local, county or state officials may require that schools be made available to serve as mass-care facilities. Local, county or state officials may also utilize district-owned buses and other transportation vehicles. The Superintendent or designee shall determine whether schools shall be closed, or the educational program suspended, to safeguard student and staff health and safety.[3][12]

State officials may also direct schools to close in order to mitigate the spread of infection or illness in designated emergencies.[13]

The district shall make provisions in the emergency preparedness plan and any applicable health and safety plan for the continuity of student learning during school closings or excessive absences, in accordance with law. This may include, as appropriate, activities qualifying as instructional days or hours for fulfilling the minimum required days or hours of instruction under the law. Instructional activities may include:[14][15][16][17][18][19][20]

1. Web-based instruction

2. Mailed lessons and assignments

3. Instruction via local television or radio stations

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

Education and Training

Students and staff members shall be instructed and shall practice how to respond appropriately to emergency situations.[5][6][21]

Effective infection control and prevention education and procedures, such as frequent hand washing and cough/sneeze etiquette, shall be encouraged continually to help limit the spread of germs at district schools.[22][23]

The district shall provide mandatory training for school staff on school safety and security, in accordance with law and the standards specified by the state's School Safety and Security Committee:[21][24][25][26]

1. Two (2) hours of required training addressing any combination of one (1) or more of the following areas shall be completed each year, in person or virtually:

    a. Situational awareness.

    b. Trauma-informed approaches.[25][27]

    c. Behavioral health awareness.

    d. Suicide and bullying awareness.[28][29]

    e. Substance use awareness.[30][31]

2. One (1) hour of required training in the following areas shall be completed each year:

    a. Emergency training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat. This training must be conducted in person.[32]

    b. Identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities, or the community. This training may be conducted in person or virtually.[33][34]

The required school safety and security training shall be credited toward professional education requirements, in accordance with law and the district's Professional Education Plan.[21][25][35]

Required Drills

Emergency Preparedness Drill -

The Board directs district schools to conduct a disaster response or emergency preparedness plan drill at least annually, in accordance with the provisions of law.[3]

Fire Drills -

The Board directs each district school to conduct fire drills at least once a month during the school year, in accordance with the provisions of law.[5][6]

School Security Drills -

The Board directs each district school to conduct a school security drill within ninety (90) days of the beginning of each school year. The school security drill shall be conducted while school is in session, with students present.[5]

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

The Superintendent or designee may conduct additional school security drills in district schools after the first ninety (90) days of the school year. Up to two (2) additional school security drills per school year may be conducted in place of the required fire drills for the month in which they are conducted.[5]

The Superintendent or designee shall:[5]

1. Oversee instruction and training of students and school employees in procedures for conducting school security drills and responding to emergency situations.

2. Notify and request assistance from local law enforcement and the emergency management agency prior to conducting a school security drill.

3. Notify parents/guardians of the students attending the school building where the school security drill is scheduled in advance of conducting the drill.

Bus Evacuation Drills -

Bus evacuation and safety drills shall be conducted twice a year, in accordance with the provisions of law.[5][36]

Safe2Say Something Program

The Board directs the Superintendent or designee to develop procedures for assessing and responding to reports received from the Safe2Say Something anonymous reporting program, in accordance with law. The procedures shall establish a framework within which district administration and staff will respond to program reports, coordinate with the county emergency dispatch center(s) and law enforcement, and provide appropriate assessment and response for the safety and security of students, staff and school facilities, in accordance with applicable law and Board policy and administrative regulations.[4][26][32][34][37]

NOTES:

School entities who receive specific federal funding grants for readiness and emergency management may also have additional requirements for compliance with the National Incident Management System (NIMS).

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

PSBA Reviewed 12/25 © 2025 PSBA

Legal

1. Pol. 705

2. 22 PA Code 10.24

3. 35 Pa. C.S.A. 7701

4. Pol. 805.1

5. 24 P.S. 1517

6. 24 P.S. 1518

7. 24 P.S. 1301-B

8. 22 PA Code 10.11

9. 24 P.S. 1306.2-B

10. 24 P.S. 1319-B

11. 24 P.S. 1303-B

12. Pol. 804

13. 35 Pa. C.S.A. 7301 et seq

14. 24 P.S. 133

15. 24 P.S. 520.1

16. 24 P.S. 1501

17. 24 P.S. 1505

18. 24 P.S. 1506

19. 22 PA Code 11.2

20. Pol. 803

21. 24 P.S. 1310-B

22. Pol. 203

23. Pol. 203.1

24. 24 P.S. 102

25. Pol. 333

26. Pol. 805.2

27. Pol. 146.1

28. Pol. 249

29. Pol. 819

30. Pol. 227

31. Pol. 351

32. Pol. 805

33. 24 P.S. 1302-E

34. Pol. 236.1

35. 24 P.S. 1205.2

36. 75 Pa. C.S.A. 4552

37. 24 P.S. 1303-D

24 P.S. 1205.7

20 U.S.C. 7112

20 U.S.C. 7118

20 U.S.C. 7801

Pol. 146

Pol. 236

Pol. 709

Pol. 810

Pol. 909

805 - Safe2Say Procedures Attachment - Update 02-26-26.pdf (454 KB)

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

Authority

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

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

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

Definitions

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

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the district for the purpose of performing school security services.[2]

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

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

Delegation of Responsibility

The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law. When a vacancy occurs in the role of the School Safety and Security Coordinator, the Superintendent shall appoint another school administrator to serve as the School Safety and Security Coordinator within thirty (30) days of the vacancy and shall notify the Board regarding the appointment.[3]

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

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

1. Oversee all School Resource Officers (SROs).

2. Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.

3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying awareness, substance use awareness, emergency procedures and training drills, and identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with the standards established by the state's School Safety and Security Committee and the requirements of applicable law and regulations.[4][5][6][7][8][9][10][11][12][13]

4. **Meet with school employees annually to seek their input on the mandatory school safety and security training.[13]**

5. Coordinate a tour of the district’s buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.

6. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.

7. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.[7][14]

8. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable.[11][15]

9. **Coordinate school safety and security meetings with school and building leadership, at least on a quarterly basis.**

The School Safety and Security Coordinator shall, within one (1) year of appointment, complete required training as specified by the state's School Safety and Security Committee for serving in the role of a School Safety and Security Coordinator. This training shall be in addition to other training requirements for school administrators, but shall count toward professional education credit, where applicable.[3][16][17][18]

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

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Board at an executive session on the district’s current safety and security practices, and identify strategies to improve school safety and security.[3][19]

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

1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and additional information on threat assessment required by the Superintendent or designee, in accordance with Board policy. [7][14]

2. The number and type(s) of school security personnel contracted or employed by the district, including:[3]

    a. The number of school security personnel that are armed, listed by type(s) of personnel.

    b. The school building at which each school security personnel is assigned, listed by type(s) of personnel.

    c. The training, including the type of training and completion dates, of each school security personnel, listed by type(s) of personnel.

    d. A listing of other individuals utilized by the district for school safety-related duties.

3. **An attendance report of the school and building personnel present at each school safety and security meeting, including yearly attendance totals.**

4. Reports of required emergency preparedness, fire, bus evacuation and school security drills.[11]

5. Information on required school safety and security training and resources provided to students and staff.[11]

6. Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.

7. Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district.[20]

8. School safety and security incident reports for the previous year(s) and/or data collected to date for the current year.[21]

9. Updates regarding the district’s memorandum of understanding with law enforcement agencies.[21]

10. Updates to laws, regulations and/or Board policies related to school safety and security.

11. Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.

12. Information on grants or funding applied for and/or received in support of school safety and security efforts.

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

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

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

School Resource Officers (SROs)

The district shall establish an agreement with each local law enforcement agency with jurisdiction over school property of the school district, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.[2][45]

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.[2]

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

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.

2. Assist in developing Board policy, administrative regulations or procedures which address crime, and recommending procedural changes.

3. Develop and educate students in crime prevention and safety.

4. Train students in conflict resolution, restorative justice and crime awareness.

5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.

6. Develop or expand community justice initiatives for students.

7. Other duties as agreed upon between the district and municipal agency.

Prior to assignment in the district, the district shall confirm that the law enforcement agency has completed a law enforcement agency background investigation and received the SRO's separation record, when required, in compliance with applicable law and regulations. The district shall coordinate with the law enforcement agency in making required reports regarding hiring and separation, and maintaining all required records, in accordance with applicable law and regulations.[32][36]

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

Other Agreements

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

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

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Legal

1. 24 P.S. 1316-C
2. 24 P.S. 1301-C
3. 24 P.S. 1309-B
4. Pol. 146.1
5. Pol. 227
6. Pol. 236
7. Pol. 236.1
8. Pol. 249
9. Pol. 333
10. Pol. 351
11. Pol. 805
12. Pol. 819
13. 24 P.S. 1310-B
14. 24 P.S. 1302-E
15. 24 P.S. 1305-B
16. 24 P.S. 1316-B
17. 24 P.S. 1205.1
18. 24 P.S. 1205.5
19. Pol. 006
20. Pol. 235.1
21. Pol. 805.1
22. 24 P.S. 1302-C
23. 24 P.S. 1310-C
24. 24 P.S. 1311-C
25. Pol. 304
26. Pol. 818
27. 24 P.S. 111
28. 24 P.S. 111.1
29. 23 Pa. C.S.A. 6344
30. 23 Pa. C.S.A. 6344.3
31. 37 PA Code 241.5
32. 44 Pa. C.S.A. 7301 et seq
33. 37 PA Code 241.6
34. 44 Pa. C.S.A. 7310

35. 24 P.S. 1303-C

36. 37 PA Code 241.1 et seq

37. 24 P.S. 1304-C

38. 24 P.S. 1305-C

39. 22 PA Code 10.23

40. 22 PA Code 14.104

41. 22 PA Code 14.133

42. Pol. 113.2

43. 24 P.S. 1306-C

44. 24 P.S. 1307-C

45. Pol. 909

46. 24 P.S. 1313-C

47. 24 P.S. 1314-C

48. Pol. 907

49. 24 P.S. 1309-C

50. 42 Pa. C.S.A. 8953

51. 53 Pa. C.S.A. 2303

24 P.S. 1306.2-B

24 P.S. 1319-B

53 Pa. C.S.A. 2301 et seq

Pol. 705

Pol. 709

Book	Policy Manual
Section	800 Operations
Title	Transportation
Code	810 Vol I 2026
Status	First Reading

Purpose

Transportation for students shall be provided in accordance with law and Board policy.

Definitions

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.[1]

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.[1]

Authority

The Board shall provide transportation for resident students in grades kindergarten through 12 to the district's public schools and charter, regional charter and nonpublic schools located in the district or within the district's transportation boundary or other placements as required by law or agreements. The district's transportation boundary is a distance not exceeding ten (10) miles by the nearest public highway outside the school district's border.[2][3][4]

The Board shall purchase, lease, equip and maintain school buses/vehicles and/or contract for school bus/vehicle services for transportation of students to and from school at regularly scheduled hours and for field trips and extracurricular activities.[2][3][5][6][7][8][9][10][11]

The Board shall provide transportation for students living within the prescribed limits when walking conditions to the school are found to be hazardous by the Department of Transportation.[3][12]

The Board shall provide transportation for students with disabilities, without regard to distance or hazardous walking conditions, when required by the student's individualized education program (IEP) or Section 504 Service Agreement.[13][14][15][16][17]

The Board shall provide **free** transportation for eligible resident students who are enrolled in nonpublic schools or charter schools as required by law. **Transportation provided to charter school students need not be identical to transportation provided to traditional public school students.**[2][4][18]**[19]**

The Board shall provide transportation for children in foster care in accordance with federal and state laws and regulations, and the local transportation plan.[20][21]

The Board shall provide transportation for homeless children and youths in accordance with federal and state laws and regulations.[21][22]

The Board prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law.[23]

The Board shall ensure that permanent signs, notifying drivers of the idling restrictions, are maintained on district property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more load or unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.[24][25]

Delegation of Responsibility

The school bus/vehicle driver shall be responsible to maintain order while students are being transported.

The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Superintendent or designee as soon as practicable.

The building principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.[7]

The Superintendent or designee shall be responsible to:

1. Maintain records and make required reports regarding school transportation.[5][7]
2. Distribute rules governing student conduct during transport; such rules shall be binding on all students transported by the district.[7]
3. Provide each school bus/school vehicle driver with:
    a. The Pennsylvania School Bus Driver's Manual;
    b. The written rules for student conduct on buses/vehicles;
    c. The procedures for evacuation drills; and
    d. Any additional laws and applicable Board policies and administrative regulations which apply to school bus/vehicle drivers.
4. Establish administrative regulations that specify the number of chaperones to accompany students in connection with school-related activities and field trips.[7][26]
5. Prepare a district map or schedule indicating each bus stop and bus route.[7]

Guidelines

Student Health Information

When necessary for student safety, or when required by a student's IEP or Section 504 Service Agreement, a school bus/vehicle driver shall be provided with relevant student health and medical information.[16][17][27][28][29][30]

School bus/vehicle drivers shall maintain the confidentiality of student health/medical information in accordance with district policies and procedures and applicable law.[31][32]

Evacuation Drills

Bus evacuation drills shall be conducted twice a year and reported to the Pennsylvania Department of Education, in accordance with law and Board policy.[33][34][35]

NOTES:

Title 22, Sec. 23.4 - discipline, field trips, contracted negotiations, records
Title 22, Sec. 23.6 - authorized passengers
Computation of distance - 1366
Field Trips – 24 P.S. Sec. 517 (farm show), 1361 (nonpublic); Title 22, Sec. 23.4
Ten-mile boundaries - 1361
Other boundaries - 1 ½ miles - 1362
Payments/reimbursements - 2541, 2542, Title 22 Sec. 23.31-23.40
Transportation - Title 22, Chapter 23
School Buses/Vehicles - Title 67, Chapter 171
Bus Drivers Minor Children – Title 22 Sec. 23.6
Definitions of motor vehicle – Vehicle Code – 75 Pa. C.S.A. Sec. 102

If the district has existing language in policy on transportation routes and stops, which addresses students being limited to a single bus stop or single residence, recommend reviewing the language with the solicitor based on recent court cases regarding student transportation and residency (*Watts v Manheim Township SD, Wyland v West Shore SD*). Consult Legal with questions.

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Legal

1. 75 Pa. C.S.A. 102
2. 24 P.S. 1361
3. 24 P.S. 1362
4. 24 P.S. 1726-A
5. 22 PA Code 23.1
6. 22 PA Code 23.2
7. 22 PA Code 23.4
8. Pol. 610
9. Pol. 611
10. Pol. 818
11. 75 Pa. C.S.A. 3345.1
12. 67 PA Code 447.1 et seq
13. 22 PA Code 23.3

14. 24 P.S. 1374

15. Pol. 103

16. Pol. 103.1

17. Pol. 113

18. Pol. 140

19. Bell v. Wilkinsburg Sch. Dist., No. 23 WAP 2024, 2026 WL 152043 (Pa. Jan. 21, 2026)

20. 20 U.S.C. 6312

21. Pol. 251

22. 42 U.S.C. 11432

23. 35 P.S. 4601 et seq

24. 35 P.S. 4608

25. 67 PA Code 212.101

26. Pol. 121

27. Pol. 209.1

28. Pol. 209.2

29. Pol. 210

30. Pol. 210.1

31. Pol. 113.4

32. Pol. 216

33. 24 P.S. 1517

34. 75 Pa. C.S.A. 4552

35. Pol. 805

24 P.S. 1331

24 P.S. 1365

24 P.S. 1366

24 P.S. 2541

24 P.S. 2542

22 PA Code 15.1 et seq

22 PA Code 23.6

75 Pa. C.S.A. 4551-4553

20 U.S.C. 6301 et seq

42 U.S.C. 11431 et seq

49 CFR Part 37

49 CFR Part 38

Pol. 810.1

Mifflin County School District

Treasurer's Report
May 2026

Submitted by: Melinda Kenepp, CFO, Board Treasurer

MIFFLIN COUNTY SCHOOL DISTRICT
TREASURER'S REPORT
April-26

KISH BANK - GENERAL FUND

BEGINNING BALANCE				$ (317,752.33)
PLUS:	ACH TSFRS	75,826.23		
	FUND TSFRS	6,402,047.30		
	REVENUE	1,548,513.42		
	PRIOR MONTH VOID	0.00		
	INTEREST EARNED	2.73	8,026,389.68	
LESS:	EFT STATE TAX	86,868.56		
	EFT EMP RETIREMENT	242,918.49		
	EFT WITHHOLDING TAX	627,529.34		
	FUND TSFRS	775,787.24		
	EXPENDITURES	6,175,723.68	7,908,827.31	
		ENDING BALANCE KISH BANK - GENERAL FUND		$ (200,189.96)

KISH BANK - MONEY MARKET

BEGINNING BALANCE			$ 25,000,414.83	
PLUS:	FUND TSFRS	775,787.24		
	ACH TRANSFERS	0.00		
	INTEREST EARNED	64,751.85	840,539.09	
LESS:	FUND TSFRS	6,402,047.30	6,402,047.30	
		ENDING BALANCE KISH BANK - MONEY MARKET		$ 19,438,906.62

PSDLAF/PSDMAX/Full Flex

BEGINNING BALANCE			$ 6,903,223.09	
PLUS:	FUND TSFRS	0.00		
	ACH TRANSFERS	4,140,177.53		
	PSDLAF INTEREST	19,863.31	4,160,040.84	
LESS:	FUND TSFRS	0.00	1,951,000.00	
		PSDLAF MAX		$ 9,112,263.93
FULL FLEX				
BEGINNING BALANCE			5,186,857.62	
PLUS:	FUND TSFRS	1,951,000.00		
	PSDLAF INTEREST	14,921.10	1,965,921.10	
LESS:	FUND TSFRS		0.00	
		PSDLAF FLEX		7,152,778.72
		ENDING BALANCE PSDLAF		$ 16,265,042.65
		TOTAL ALL FUNDS		$ 35,503,759.31

INTEREST INCOME	**April**	99,538.99
YTD INTEREST INCOME 2025-26		1,011,302.60

AVERAGE INTEREST RATES:

PLGIT PRIME	3.740%
PLGIT Class	3.490%
PSDLAFMAX	3.456%
PSDLAFFLEX	3.500%
KISH BANK Munc Adv Account	3.660%

5/15/2026

MIFFLIN COUNTY SCHOOL DISTRICT
TREASURER'S REPORT PLGIT
April-26

PLGIT CAPITAL PROJECTS FUND

BEGINNING BALANCE			8,799,176.51	
PLUS:	DEPOSITS	0.00		
	INTEREST	27,010.01	27,010.01	
LESS:	WITHDRAWAL	75,826.23		
	LOAN TO GF	0.00	75,826.23	
	ENDING BALANCE			**$ 8,750,360.29**

ATHLETIC PROJECT

			0.00	
BEGINNING BALANCE				
PLUS:	DEPOSITS	0.00		
	INTEREST	0.00	0.00	
LESS:	WITHDRAWAL	0.00		
	TRANSFER TO GF	0.00	0.00	
	ENDING BALANCE			**$ -**

5/15/2026

CHECK #	VENDOR	INVOICE DESCRIPTION	AMOUNT
27514	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	122.43
27514	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	66.78
27514	AHOLD FINANCIAL SERVICES	CULINARY ARTS & SCIENCE SUPPLIES	32.80
27514	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	65.69
27515	BIG VALLEY FASTENER & SUPPLY	MOWER REPAIRS - AUTO	2.97
27516	BRANNON'S PORTA POT RENTALS, LLC	PORTABLE RESTROOM RENTAL FOR MARCH - IVES, LIS, MCMS & MCHS	904.00
27517	CLEVELAND BROS EQUIPMENT	GENERATOR REPAIRS - EDES, SMES & MCHS	3,133.40
27518	CUSTER, NOELLE	PARENT TRANSPORTATION REIMBURSEMENT - 3/16-3/31	829.40
27519	FAY L WAGNER INC	TIRE REPAIRS - AUTO	40.46
27520	GEISINGER CLINIC	ATHLETIC TRAINER AGREEMENT	8,049.60
27521	GRIZZLY	TECH ED SUPPLIES	679.00
27522	HELLER'S GAS INC.	PROPANE - MCMS	745.78
27523	HILLYARD, INC	CLEANING SUPPLIES & EQUIPMENT REPAIRS - IVES & MAINT.	264.31
27524	INTEGRA BUSINESS CENTER	SERVICE CALL	658.13
27525	J C EHRLICH INC	PEST CONTROL TREATMENT - IVES	6,315.00
27525	J C EHRLICH INC	MONTHLY PEST MAINTENANCE FOR MARCH - MCHS	279.31
27526	KINGS III EMERGENCY COMMUNICATIONS	MONTHLY EMERGENCY ELEVATOR PHONE MONITORING FOR MARCH - DW ; INV 338217-9,0	274.19
27527	KISH BENEFITS CONSULTING	ADMIN FEES	3,976.00
27528	KURTZ BROS	FEDERAL PROGRAMS ADMINISTRATIVE SUPPLY	517.28
27529	LANCASTER LEBANON IU 13	PATCH MY PC SUBSCRIPTION 3/1/26-6/30/27	23,515.15
27530	LEWISTOWN PAPER COMPANY	BUILDING SUPPLIES - FIELDHOUSE A/B, MCJHS & MCHS ; INV 582374,581867A,581867	3,405.85
27531	LEWISTOWN FLOOR COMPANY	QUOTE TO REPLACE CARPET - LES	5,840.94
27532	LUCID DATA CORPORATION	PDEXPRESS ONE-YEAR SUBSCRIPTION RENEWAL 2026-2027	5,995.00
27533	MIFFLIN COUNTY SOLID WASTE	RECYCLING PICK UP - IVES & LES	150.00
27534	MIKES LANDSCAPING & EXC, INC	2A STONE - MCHS	493.50
27535	MOUNTAINSIDE HEATING, INC	MONTHLY BOILER, AIR HANDLER, AIR COMPRESSOR & WATER HEATER MAINTENANCE FOR MARCH - DW	4,891.34
27536	NRG BUSINESS MARKETING, LLC	MAINT, ADM, MCHS	689.69
27537	OFFICE TECHNOLOGY, LLC	PRINTER TONERS	1,589.00
27538	PA - TSA	NURSE REGISTRATION PA TSA (MCHS)	30.00
27539	PA MUNICIPAL, INC	SCHOOL BUS SIGNS	255.38
27540	PARSON, TINA	PARENT TRANSPORTATION REIMBURSEMENT - 3/2-3/27	694.26
27541	PATEL, DEANNA	CONTRACTED SIGN LANGUAGE INTERPRETER - IVEC - MARCH 2026	5,440.00
27542	PENELEC	MCHS, MCHS SCOREBOARD	3,059.17
27543	PENNWOOD CYBER CHARTER SCHOOL	CHARTER TUITION	12,776.39
27544	PITNEY BOWES BANK INC PURCHASE POWER	POSTAGE	82.98
27545	QBS LLC	SAFETY CARE RECERTS - 3/13/26 - 2 CLASSES	119.00
27546	ROBERT M SIDES, INC	PIANO TUNING	147.00
27547	SCHOLASTIC INC	PARENT ENGAGEMENT SUPPLY - LES	4,265.39
27548	SOLIANT HEALTH, LLC	CONTRACTED SCHOOL PSYCHOLOGIST	1,875.00
27548	SOLIANT HEALTH, LLC	CONTRACTED SCHOOL PSYCHOLOGIST	4,375.00
27549	SOLID STATE MASONRY LLC	CONCRETE PAD - MAINT. BLDG.	3,075.00
27550	SPIRIT MONKEY, LLC	PBIS SPIRIT STICKS	140.00
27551	SPORTSMANS	TENNIS EQUIPMENT	558.50
27552	STERICYCLE INC	MONTHLY SHREDDING FOR MARCH - DW	1,134.39
27553	THE MEADOWS PSYCHIATRIC CENTER	ALTERNATIVE ED	1,100.00
27554	TJ&M SERVICES, INC	BUILDING FILTERS - IVES, LIS, MCJHS & MCHS	4,224.92
27555	TUSCARORA INTERMEDIATE UNIT 11	IU SPEC. EDUC. SERVICES - ACT 30 PERIOD ENDING MARCH 2026	12,781.36
27555	TUSCARORA INTERMEDIATE UNIT 11	SPRING SAP DAY REGISTRATION	60.00
27556	UGI UTILITIES, INC	MAINT, MCHS, ADM, AUX FIELD, FIELD HOUSE A	855.39

CHECK #	VENDOR	INVOICE DESCRIPTION	AMOUNT
27557	WRAY'S LANDSCAPING INC	ATHLETIC FIELD MAINTENANCE - MCHS	3,702.43
27558	ZAHAROPOULOS, ESQUIRE, JACK	WAGE ATTACH	138.47
27559	ZITO MEDIA COMMUNICATIONS, LLC	WAN & INTERNET 4/-4/30/26	4,778.63
27560	AMERICAN UNITED LIFE INSURANCE CO	LIFE/AD&D	7,028.88
27561	APEX WATER AND PROCESS, INC.	QUARTERLY WATER TREATMENT FOR THE CLOSED LOOP HEATING APRIL, MAY & JUNE - DW	2,752.75
27562	BLICK ART MATERIALS LLC	ART CLASS SUPPLIES	50.50
27563	BRANNON'S PORTA POT RENTALS, LLC	PORTABLE RESTROOM RENTAL FOR MARCH - MCJHS	468.00
27564	BROWN TOWNSHIP SEWER SYSTEM	IVEC SEWAGE	1,211.00
27565	CM REGENT INSURANCE CO, LLC	LTD	1,141.20
27566	COMCAST	PRIS 4/1-4/30/26	1,399.11
27567	DELTA DENTAL OF PENNSYLVANIA	BE007007376C, BE007007377C, BE007007510C, BE007007523C, BE007007530C, BE007007532C, BE007007523A, BE007007530A, BE007007376A, BE007007532A, BE007007377A, BE007007510A	25,653.34
27568	DERRY TOWNSHIP SANITARY	SEWAGE	10,611.00
27569	FISHER SCIENCE EDUCATION	SCIENCE SUPPLIES - TORQUATO	41.00
27570	FOSTER, DANIEL T SWEEPER REPAIR	SWEEPER REPAIRS FOR MARCH - IVES	60.00
27571	HIGHMARK BLUE SHIELD	MEDICAL	903,742.24
27572	HILLYARD, INC	EQUIPMENT REPAIRS - MCMS	486.30
27573	J C EHRLICH INC	TERMITE WARRANTY 5/1/26-4/30/27 - MCJHS & MCHS	334.40
27574	JUNIATA VALLEY OCCUPATIONAL HEALTH	EMPLOYEE DRUG SCREENINGS	420.00
27575	KNEPP & SNOOK	LEGAL FEES	8,687.50
27576	LANGUAGE LINE SERVICES	LANGUAGE LINE TELEPHONIC INTERPRETATION/TRANSLATION SERVICES FOR THE 25-26 SCHOOL YEAR	39.23
27577	LEWISTOWN PAPER COMPANY	BUILDING SUPPLIES - FIELDHOUSE A / B, IVES, EDES, LIS & MCMS ; INV 578195A, 584-170,172	3,264.86
27578	MCCLATCHY SHARED SERVICES LLC	ADVERTISING	220.85
27579	MIFFLIN COUNTY ACADEMY OF SCIENCE & TECH	ACADEMY TUITION	183,756.08
27580	MIFFLIN COUNTY HIGH SCHOOL	REIMBURSE TRACK SUPPLIES	1,573.00
27581	MIFFLIN COUNTY REGIONAL POLICE	SRO SERVICES - MARCH	17,120.39
27582	MIKES LANDSCAPING & EXC, INC	2A STONE TO INSTALL NET AT TRACK - MCHS	493.50
27583	MILLER'S PLUMBING & HEATING OF LEWISTOWN	OPEN FLOOR DRAIN - MCMS	225.00
27584	NITTANY BUILDING SPECIALTIES	INTERIOR WOODEN DOOR - MCJHS	1,325.00
27585	NITTANY PRIDE FUELING SYSTEM	MONTHLY VEHICLE FUEL FOR MARCH - MAINT.	2,789.93
27585	NITTANY PRIDE FUELING SYSTEM	BUS CONTRACTOR FUEL - MARCH ; INV11456641	30,386.98
27586	P & A ADMIN SERVICES INC	PAYROLL FEE	255.00
27587	PENN EQUIPMENT CO ASSOC INC	EQUIPMENT RENTAL FOR TRACK - MCHS	63.80
27588	PRO LANDSCAPES & TREE SERVICE	TREE REMOVAL - MCHS	7,125.00
27589	ROBERT M SIDES, INC	INSTRUMENT REPAIR	17.00
27590	ROBERTS OXYGEN COMPANY, INC	NITROGEN USED ON HVAC - MAINT.	189.08
27591	SOLIANT HEALTH, LLC	CONTRACTED SCHOOL PSYCHOLOGIST	1,875.00
27592	TELESYSTEM	VOICE 4/1-4/30/26	443.55
27593	THE SENTINEL	ADVERTISING	356.72
27594	VISION BENEFITS OF AMERICA	VISION	4,381.50
27595	WEBER ELECTRIC MOTOR SERVICE	HVAC - IVES, SMES, LES & MCJHS	710.29
27596	WELCH, NICHOLE	PARENT TRANSPORTATION REIMBURSEMENT - 3/2-3/31	649.60
27597	WHITE, JR, WILLIAM	MONTHLY WATER SYSTEM MONITORING FOR MARCH - SMES	1,250.00
27598	WORKPARTNERS	WORKERS COMP	11,257.00
27599	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	474.24
27599	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	130.76
27600	COMCAST	INTERNET 4/15-5/14/26	329.51
27601	CREDIT CONTROL COLLECTIONS	TECHNOLOGY COLLECTIONS	48.90
27602	DAVID M MAINES ASSOCIATES INC	ROOF REPAIRS - LES & MCHS	742.80
27603	DERRY TOWNSHIP SANITARY	MCJHS SEWAGE	2,466.00

CHECK #	VENDOR	INVOICE DESCRIPTION	AMOUNT
27604	GEISINGER CLINIC	ATHLETIC TRAINER EXTRA COVERAGE	125.77
27605	GLOBAL DATA CONSULTANTS, LLC	TECHNICAL SUPPORT	82.50
27606	HAMPTON, DEBORAH	PARENT TRANSPORTATION REIMBURSEMENT - 3/17-3/25	278.40
27607	HELLER'S GAS INC.	PROPANE - IVES	10,350.00
27608	HILLYARD, INC	EQUIPMENT REPAIRS AND CLEANING SUPPLIES - IVES, LES, MAINT & EDES	2,270.54
27608	HILLYARD, INC	QUOTE FOR TRIDENT T20SC PRO - LIS	12,930.02
27608	HILLYARD, INC	QUOTE FOR FLOOR MACHINE - LIS	1,386.00
27609	J C EHRLICH INC	SPIDER AND BEE CONTROL - DW ; 942441-71,65,67,68,69	3,038.47
27610	J P HARRIS ASSOCIATES, LLC	WAGE ATTACH	89.56
27611	KEY BUSINESS SOLUTIONS	FOLDER INSERTER QUOTE	11,152.90
27612	KISH BENEFITS CONSULTING	ADMIN FEES	3,628.70
27613	KISH PRINTING & PROMOTIONAL PRODUCTS	OFFICE SUPPLIES - MULTIPURPOSE PASSES	650.50
27614	LEWISTOWN PAPER COMPANY	BUILDING SUPPLIES - IVES, EDES, LES & MCMS ; 584172A	1,566.37
27615	LEWISTOWN POLICE DEPT	SRO SERVICES - MARCH	2,760.00
27616	LINCOLN LEARNING SOLUTIONS	MCO CURRICULUM - MARCH 2026	750.00
27617	MCCLURE COMPANY	SOLAR POWER AGREEMENT	914.13
27617	MCCLURE COMPANY	IMPROVEMENT FEES	68,249.50
27618	MIFFLIN COUNTY SOLID WASTE	TRASH REMOVAL - MCHS	100.39
27619	NITTANY ENERGY	BULK FUEL - BGJ APRIL	11,193.60
27620	PARKS GARBAGE SERVICE INC	TRASH REMOVAL FOR MARCH - DW	4,301.66
27621	PROJECT READ AI INC.	UFLI PORTAL & DECODABLE GENERATOR	759.50
27622	ROBERT M SIDES, INC	BAND MUSIC	199.00
27623	SPORTSMANS	BASEBALL/SOFTBALL EQUIPMENT	2,599.80
27624	SWEETWATER SOUND INC	TITLE IV SUPPLY - NON-PUB - BCS	5,945.60
27625	UGI ENERGY SERVICE, LLC	LES, LIS, MCMS, E DERRY, MCJHS	3,506.56
27626	UGI UTILITIES, INC	MCMS, E DERRY, MCJHS, LIS, LES	5,968.67
27627	ULINE, INC	TECH ED SUPPLIES	1,128.74
27628	UNITED WAY OF MIFFLIN-JUNIATA	MIFFLIN-JUNIATA UNITED COMM FUND	145.00
27629	VERIZON	BROADBAND 3/10-4/9/26	280.09
27629	VERIZON	SPECIAL EDUCATION MIFIS	60.10
27629	VERIZON	WIRELESS PHONES 3/10-4/9/26	4,894.87
27630	WRAY'S LANDSCAPING INC	GRASS SEED AND FERTILIZE - MCHS & CHAPMAN STADIUM	2,372.93
27631	X-PERT COMMUNICATIONS, INC	DOOR ACCESS REPAIRS - IVES & LES	275.00
27632	ZAHAROPOULOS, ESQUIRE, JACK	WAGE ATTACH	138.47
27633	ZIMMERMAN, KATHLEEN	SIGN LANGUAGE INTERPRETER SUBSTITUTE - IVEC	685.62
27634	21ST CENTURY CYBER CHARTER SCHOOL	CHARTER TUITION	22,463.14
27635	ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL	CHARTER TUITION	944.62
27636	AGORA CYBER CHARTER SCHOOL	CHARTER TUITION	13,857.62
27637	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	53.52
27637	AHOLD FINANCIAL SERVICES	CULINARY ARTS SUPPLIES	67.34
27638	ASCENDANCE TRUCKS PA, LLC	VEHICLE INSPECTION - MAINT.	120.00
27639	BELMONT BEHAVIORAL HOSPITAL, LLC	ALTERNATIVE EDUCATION	350.00
27640	BIG VALLEY FASTENER & SUPPLY	MISC. HARDWARE - MAINT.	48.77
27641	BRIGHTSPEED	IVEC VOICE 4/16/26-5/15/26	105.65
27642	BUREAU VERITAS NORTH AMERICA, INC	BUILDING PERMIT - SPORTS NETTING MCHS	165.50
27643	CARDIAC LIFE PRODUCTS, INC	AED SUPPLIES	604.52
27643	CARDIAC LIFE PRODUCTS, INC	AED SUPPLIES	435.11
27644	CENTRAL PA DIGITAL LEARNING FOUNDATION	CHARTER TUITION	944.62
27645	DELTA DEVELOPMENT GROUP, INC.	PROFESSIONAL SERVICES - APRIL	1,500.00
27646	EI US, LLC	ALTERNATIVE EDUCATION	107.10
27647	GRADWEAR INC	CHOIR ROBES	79.85
27648	GRAMMARLY INC	GRAMMARLY RENEWAL 4/30/26-4/29/27	4,320.00
27649	HART, MELVIN	TRANSPORTATON	726.50

CHECK #	VENDOR	INVOICE DESCRIPTION	AMOUNT
27650	HILLYARD, INC	CLEANING SUPPLIES AND EQUIPMENT REPAIR - LES, IVES & MCJHS ; INV 90108651	141.09
27651	HOMETOWN POTTER'S STUDIO, LLC	RAKU FIRING MCHS FIELD TRIP	1,026.00
27652	INSIGHT PA CYBER CHARTER SCHOOL	CHARTER TUITION	7,349.17
27653	INTEGRA BUSINESS CENTER	VOICE UPGRADE	11,500.00
27654	KURTZ BROS	GENERAL SUPPLIES	428.69
27655	LANCASTER LEBANON IU 13	CYBERNUT 3 YEAR SUBSCRIPTION	26,570.00
27656	LAUVER BROTHERS INC	TRANSPORTATION	4,384.36
27657	LEAF CAPITAL FUNDING LLC	TOSHIBA COPIERS	12,655.00
27658	LEWISTOWN PAPER COMPANY	BUILDING SUPPLIES - SMES, EDES & MCJHS	809.36
27659	MAYER ELECTRIC SUPPLY CO, INC	POWERSTRIPS	613.80
27660	MCCLURE COMPANY	CHILLER AND SOLAR MAINTENANCE - MCMS	9,080.50
27661	MCGRAW-HILL EDUCATION, INC	WRITING CURRICULUM - LEARNING SUPPORT - LIS	758.62
27662	MERAKEY PENNSYLVANIA	ALTERNATIVE EDUCATION	32,642.90
27663	MIFFLIN COUNTY MUSIC BOOSTERS	REIMBURSE FUEL VAN RENTAL	101.93
27664	NEW DAY CHARTER SCHOOL	CHARTER TUITION	82,659.41
27665	NITTANY ENERGY	BUS CONTRACTOR FUEL - APRIL	38,572.91
27666	NRG BUILDING SERVICES INC	QUOTE FOR MAINT. SERVICE AGREEMENT FROM 7/1/25-6/30/26 - IVES, EDES, LES, LIS, MCMS & MCHS	18,622.50
27667	PA LEADERSHIP CHARTER SCHOOL	CHARTER TUITION	12,176.18
27668	PA MUNICIPAL, INC	SIGNS FOR BASEBALL AND SOFTBALL FIELDS - MCHS & MAINT.	289.60
27669	PA VIRTUAL CHARTER SCHOOL	CHARTER TUITION	1,512.49
27670	PENN EQUIPMENT CO ASSOC INC	EQUIPMENT RENTAL - MCJHS	521.00
27671	THE PENNSYLVANIA CYBER CHARTER SCHOOL	CHARTER TUITION	28,763.79
27672	PITNEY BOWES	POSTAGE METER REFILL	2,000.00
27673	PURCHASE LINE SCHOOL DISTRICT	ALTERNATIVE EDUCATION	7,106.00
27674	PYRAMID HEALTHCARE, INC	ALTERNATIVE EDUCATION	88,301.50
27675	QBS LLC	SAFETY-CARE INSTRUCTOR CERTIFICATION	5,198.00
27676	REACH CYBER CHARTER SCHOOL	CHARTER TUITION	29,500.58
27677	SAXTON & STUMP LLC	LEGAL FEES	241.00
27678	SOLIANT HEALTH, LLC	CONTRACTED SCHOOL PSYCHOLOGIST	2,812.50
27679	THE MEADOWS PSYCHIATRIC CENTER	ALTERNATIVE EDUCATION	1,600.00
27680	TUSCARORA INTERMEDIATE UNIT 11	APRIL WAN	450.00
27681	VISUAL SOUND INC	COPERNICUS & JBL TECHNOLOGY EQUIPMENT	1,198.47
27682	WEBSTER'S FITNESS PRODUCTS INC	FITNESS ROOM EQUIPMENT	6,715.00
27683	WRAY'S LANDSCAPING INC	FIELD MAINTENANCE - MCHS	359.24
27684	ZIMMERMAN, KATHLEEN	CONTRACTED SIGN LANGUAGE INTERPRETER - IVEC	685.62
27684	ZIMMERMAN, KATHLEEN	CONTRACTED SIGN LANGUAGE INTERPRETER - IVEC	685.62
202500198	BMO - BANK OF MONTREAL	Credit Card Payment AP Invoice.	63,553.66
202500199	MIFFLIN COUNTY MUNICIPAL AUTHORITY	ACH WATER PMT	4,382.77
202500200	SUBSTITUTE TEACHER SERVICE	SUB TEACHER SERVICE	98,625.98
202500201	MIFFLIN COUNTY SCHOOL DISTRICT	TRANSFER NET PAYROLL	1,989,027.45
202500202	TREASURER - A M C E	TEACHER DUES	27,605.16
202500203	TREASURER - MCSAESP	CAFE DUES	546.58
202500204	TREASURER - MCSAESP	CUST/MAINT DUES	1,188.53
202500205	TREASURER - NEA/MCESPA	CLERICAL DUES	2,203.78
202500206	SHEETZ, INC	FUEL	13,562.52
202500207	PA DEPT OF LABOR & INDUSTRY	UC	6,054.99
202500208	PNC BANK	EE/ER CONTRIBUTION	27,898.30
202500209	KEYSTONE COLLECTIONS GROUP	EIT/LST/GARNISHMENTS	123,919.18
202500210	INTERNAL REVENUE SERVICE	FEDERAL TAX DEPOSIT	627,529.34
202500211	PA DEPT OF REVENUE	STATE W/HOLD TAX	86,868.56
202500212	EXPERT PAY FOR EMPLOYERS	CHILD SUPPORT	1,389.26
202500213	VOYA	ER/EE CONTRIBUTIONS	43,996.28

CHECK #	VENDOR	INVOICE DESCRIPTION	AMOUNT
202500214	PSERS	EE POS/RETIREMENT/ER POS	198,922.21
202500215	HIGHMARK BLUE SHIELD	HRA	1,268.54
202500216	AMERICAN UNITED LIFE INSURANCE CO	LIFE/AD&D/STD/LTD	7,068.40
202500217	P & A ADMIN SERVICES INC	ANNUITIES/ROTHS/FLEX FEES/FSA	35,208.93
202500218	PENELEC	PENELEC BILL PAY	3,260.05
202500219	PENELEC	PENELEC BILL PAY	605.02
202500220	PENELEC	PENELEC BILL PAY	8,032.50
202500221	PENELEC	PENELEC BILL PAY	2,017.14
202500222	MIFFLIN COUNTY SCHOOL DISTRICT	TRANSFER NET PAYROLL	991,688.83
202500223	SUBSTITUTE TEACHER SERVICE	SUB TEACHER SERVICE	52,657.28
252600550	ANDERSON, LAURA	REIMBURSEMENT SPEECH SUBSCRIPTION - IVEC	24.00
252600551	BGJ ENTERPRISE LLC	BUS CONTRACTED DAILY PAY 3/23-4/3	108,890.58
252600552	BRANNON, JADA	REIMBURSE FOR CHEMISTRY CARNIVAL SUPPLIES	65.49
252600553	CORSON, RACHEL	SPRING SAP DAY - TIU 11 - 3/17/26	29.00
252600554	DALLORZO, HEATHER	PBIS STAFF REIMBURSEMENT	94.77
252600555	ELSESSER, AMBER	MILEAGE 2/2-2/27	61.19
252600556	GILBERT, STEFANIE	SAP DAY 2026 - TIU 11 - 3/17/26	48.28
252600557	HOLLAND, JACQUELINE	STAFF REIMBURSEMENT	33.98
252600558	J & L RHONE SERVICES, LLC	TRANSPORTATION	67.58
252600558	J & L RHONE SERVICES, LLC	BUS CONTRACTED DAILY PAY 3/23-4/3	5,621.94
252600559	KAUFFMAN, KIMBERLY	TEACHER REIMBURSEMENT	79.99
252600560	KRISE TRANSPORTATION, INC	BUS CONTRACTED DAILY PAY 3/23-4/3	128,910.57
252600561	KV BUS LINE LLC	BUS CONTRACTED DAILY PAY 3/23-4/3	34,322.67
252600562	LAURENTE, ORSON	ENGLISH TO SPANISH TRANSLATION SERVICES	188.00
252600563	LUTZ, ALISON	PBIS STAFF REIMBURSEMENT	15.00
252600564	MCCLURE, DARRIN	MILEAGE 2/2-2/27	110.35
252600565	PARSON, MELINDA	PBIS STUDENT REWARD	18.00
252600566	PETERSON, AMBER	KINDERGARTEN REGISTRATION ITEMS	43.67
252600567	RHODES BUS CO	BUS CONTRACTED DAILY PAY 3/23-4/3	26,192.07
252600568	VARNER, VANCE	MILEAGE 3/5-3/31	84.10
252600569	WAINWRIGHT, MANDY	CULINARY ARTS SUPPLIES	57.08
252600570	WALTERS, JENNA	LETRS CONFERENCE - PATTAN - 3/26	92.80
252600571	YODER TOURWAYS INC	BUS CONTRACTED DAILY PAY 3/23-4/3	12,726.00
252600571	YODER TOURWAYS INC	TRANSPORTATION	13,345.73
252600572	ALLISON, RUTH	MILEAGE 3/2-3/31	254.40
252600573	BECKER, KATHLEEN	MILEAGE 3/4-3/31	33.35
252600574	BELL, ERICA	MILEAGE 3/5-3/31	41.91
252600575	BGJ ENTERPRISE LLC	BUS CONTRACTED DAILY PAY 4/6-4/17	120,623.40
252600576	BICKHART, ZACHARY	LETRS TRAINING - PATTAN - 3/26	107.81
252600577	CALDWELL, SHAWN	MILEAGE 3/3-3/27	76.13
252600578	CLARKE, KAYTLIN	MILEAGE 3/2-3/31	28.93
252600579	CURRY, SIERRA	LETRS TRAINING - PATTAN - 3/26	101.50
252600580	ESPIGH, JESSY	MILEAGE 3/2-3/31	82.80
252600581	EVANS, CHRISTOPHER	MILEAGE 3/2-3/31	274.70
252600582	FRAZIER, NICOLE	MILEAGE 3/2-3/31	188.65
252600583	GRINE, COLLEEN	MILEAGE 3/2-3/31	62.42
252600584	GULLEY, MCKENNA	MILEAGE 3/3-3/31	35.67
252600585	HARRIS, LAUREN	MILEAGE 3/4-3/31	19.58
252600586	J & L RHONE SERVICES, LLC	BUS CONTRACTED DAILY PAY 4/6-4/17	6,246.60
252600587	KANIECKI, AMANDA	MILEAGE 4/8	12.62
252600588	KNODE, KOLBI	LETRS TRAINING - PATTAN - 3/26	114.72
252600589	KRISE TRANSPORTATION, INC	BUS CONTRACTED DAILY PAY 4/6-4/17	143,600.10
252600590	KV BUS LINE LLC	BUS CONTRACTED DAILY PAY 4/6-4/17	38,136.30
252600591	LAURENTE, ORSON	ENGLISH TO SPANISH TRANSLATION SERVICES	47.00
252600592	LEPLEY, ROBERT	PSADA CONFERENCE - HERSHEY LODGE - 3/17-3/20	107.30
252600593	LEWIS, NICOLE	MILEAGE 3/4-3/26	27.55

CHECK #	VENDOR	INVOICE DESCRIPTION	AMOUNT
252600594	MACLAY, NATISHA	MILEAGE 3/5-3/31	247.59
252600594	MACLAY, NATISHA	PSADA CONFERENCE - HERSHEY LODGE - 3/17-3/20	133.38
252600595	MARSH, CINDI	MILEAGE 3/2-3/31	111.22
252600595	MARSH, CINDI	PAPSA CONFERENCE - LEOLA, PA - 4/8-4/10	575.22
252600596	MCCLURE, DARRIN	MILEAGE 3/4-3/30	119.19
252600597	MILLER, FRANK	PBIS REWARD - MILKSHAKES W/ MILLER - 3/5	130.27
252600598	MUIR, KYLIE	EXECUTIVE FUNCTIONING SKILLS TRAINING - TIU11 - 4/2	42.05
252600599	PARKER, ANDREA	MILEAGE 3/29-4/1	105.85
252600600	PARKS, KELLY	MILEAGE 3/2-3/31	158.20
252600601	REIGLE, JAIME	MILEAGE 2/2-3/27	33.35
252600602	RHODES BUS CO	BUS CONTRACTED DAILY PAY 4/6-4/17	29,102.30
252600603	RIDEN, DUSTIN	MILEAGE 3/5-3/27	106.29
252600604	RUTHERFORD, MADALENE	MILEAGE 3/2-3/31	60.10
252600605	SHANK, EMILY	TUITION REIMBURSEMENT - WHAT IS THE INTERNET? : CLASSROOM - TEX-960 - 3 CREDITS	420.00
252600606	STAHL, JENNIFER	INTENSIVE SKILLS TRAINING FOR STUDENTS WITH EMOTIONAL BEHAVIOR DISORDERS - TIU11 - 3/25	30.45
252600607	STARTZEL, JESSICA	PBIS STUDENT ACTIVITY	8.67
252600608	TREASTER, JESSICA	504 PLANS: WRITING WORKSHOP - TIU11 - 3/31	29.73
252600609	WAINWRIGHT, MANDY	CULINARY ARTS SUPPLIES	29.98
252600610	WRIGHT, NOAH	MILEAGE 3/2-3/31	79.61
252600611	YODER TOURWAYS INC	BUS CONTRACTED DAILY PAY 4/6-4/17	14,140.00
		Totals for checks	7,133,040.07

F U N D S U M M A R Y

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
10	GENERAL FUND	5,125,352.57	-3.73	1,909,826.32	7,035,175.16
30	CAPITAL PROJECTS FUND	0.00	0.00	68,249.50	68,249.50
90	ATHLETIC FROM GF	0.00	0.00	29,615.41	29,615.41
*** Fund Summary Totals ***		5,125,352.57	-3.73	2,007,691.23	7,133,040.07

********** End of report **********

MIFFLIN COUNTY SCHOOL DISTRICT
2025-2026
SUMMARY OF LEGAL BILLS

Month of Payment	Firm	Charged to General fund
August	Saxton & Stump LLC	321.50
August	Knepp & Snook	1,531.25
September	Saxton & Stump LLC	5,193.65
October	Knepp & Snook	4,375.00
October	Saxton & Stump LLC	2,835.00
November	Saxton & Stump LLC	4,275.00
January	Saxton & Stump LLC	1,677.50
January	Knepp & Snook	4,671.86
February	Saxton & Stump LLC	3,692.00
February	Knepp & Snook	6,093.75
March	Saxton & Stump LLC	410.00
April	Saxton & Stump LLC	241.00
April	Knepp & Snook	8,687.50
	Total	44,005.01
	Budget	219,325.00
	Balance	175,319.99

Account	Description	Current Budget	April 2025-26 Period To Date	2025-26 Year to Date	2025-26 FYTD %	Encumbered Amount	2025-26 FYTD Available Funds
6111	CURR REAL ESTATE TAXES	25,052,663.00	0.00	25,131,607.93	100.32	0.00	-78,944.93
6112	SUPPLEMENTAL REAL EST	0.00	7,403.67	40,771.98	0.00	0.00	-40,771.98
6113	PUBLIC UTILITY TAX	34,000.00	0.00	34,915.22	102.69	0.00	-915.22
6114	PAY IN LIEU OF TAXES	190,000.00	0.00	180,100.28	94.79	0.00	9,899.72
6120	CURRENT PER CAPITA 679	100,000.00	0.00	200,768.60	200.77	0.00	-100,768.60
6141	CURRENT PER CAPITA 511	100,000.00	0.00	0.00	0.00	0.00	100,000.00
6143	OCCUPATION PRIV TAXES	80,000.00	3,229.59	43,331.84	54.16	0.00	36,668.16
6151	EARNED INCOME TAX	8,800,000.00	496,507.07	5,591,921.60	63.54	0.00	3,208,078.40
6153	REAL ESTATE TRANSFER	650,000.00	52,147.26	532,086.17	81.86	0.00	117,913.83
61--		35,006,663.00	559,287.59	31,755,503.62	90.71	0.00	3,251,159.38
6411	DELINQUNT R.E. TAX	1,500,000.00	527,770.39	1,097,017.39	73.13	0.00	402,982.61
6420	DELQ PER CAPITA 679	10,000.00	1,297.90	20,296.15	202.96	0.00	-10,296.15
6441	DELQ PER CAPITA 511	10,000.00	1,271.91	20,257.82	202.58	0.00	-10,257.82
64--		1,520,000.00	530,340.20	1,137,571.36	74.84	0.00	382,428.64
6510	INT/INVESTMT/CHECK ACCT	600,000.00	99,538.99	1,011,332.73	168.56	0.00	-411,332.73
65--		600,000.00	99,538.99	1,011,332.73	168.56	0.00	-411,332.73
6710	ATHLETIC REVENUE	60,000.00	987.75	43,726.05	72.88	0.00	16,273.95
6720	STUDENT STORE SALES	0.00	404.00	1,753.00	0.00	0.00	-1,753.00
6740	FEES CHARGED TO STUDENT	17,000.00	210.00	16,260.00	95.65	0.00	740.00
6790	OTHER DIST ACTIVITY INC	0.00	0.00	694.70	0.00	0.00	-694.70
67--		77,000.00	1,601.75	62,433.75	81.08	0.00	14,566.25
6832	FEDERAL IDEA PASS THRU	935,914.00	207,928.86	636,646.80	68.02	0.00	299,267.20
68--		935,914.00	207,928.86	636,646.80	68.02	0.00	299,267.20
6910	RENTAL FROM FACILITIES	0.00	360.00	15,154.00	0.00	0.00	-15,154.00
6920	"CONTRIB, DONATION PRIV"	515,200.00	0.00	517,555.88	100.46	0.00	-2,355.88
6942	SUMMER SCHOOL	0.00	150.00	970.00	0.00	0.00	-970.00
6962	OTHER SERVICES	0.00	0.00	750.00	0.00	0.00	-750.00
6999	ALL OTHER MISC REVENUE	62,262.00	4,395.34	100,471.86	161.37	0.00	-38,209.86
69--		577,462.00	4,905.34	634,901.74	109.95	0.00	-57,439.74
7111	BASIC EDUCATION FUNDING-FORMUL	27,314,391.00	4,088,936.00	20,444,680.00	74.85	0.00	6,869,711.00
7160	SECTION 1305/1306	115,000.00	0.00	0.00	0.00	0.00	115,000.00
71--		27,429,391.00	4,088,936.00	20,444,680.00	74.54	0.00	6,984,711.00
7271	SPECIAL ED	4,498,684.00	0.00	3,379,395.00	75.12	0.00	1,119,289.00

Account	Description	Current Budget	April 2025-26 Period To Date	2025-26 Year to Date	2025-26 FYTD %	Encumbered Amount	2025-26 FYTD Available Funds
72--		4,498,684.00	0.00	3,379,395.00	75.12	0.00	1,119,289.00
7311	PUPIL TRANSPORTATION SUBSIDY	4,000,000.00	0.00	3,159,346.00	78.98	0.00	840,654.00
7312	NONPUB TRANSPORTATION SUBSIDY	165,165.00	0.00	87,780.00	53.15	0.00	77,385.00
7320	RENTAL REIMBURSEMENT	1,191,748.00	0.00	1,158,354.53	97.20	0.00	33,393.47
7330	HEALTH SERVICES	90,000.00	0.00	0.00	0.00	0.00	90,000.00
7332	FEMININE HYGIENE PRODUCT FUNDI	0.00	0.00	8,145.31	0.00	0.00	-8,145.31
7340	STATE PROPERTY TAX ALLO	3,347,898.00	0.00	3,347,897.61	100.00	0.00	0.39
7361	SCHOOL SAFETY & SECURITY GRANT	90,340.00	0.00	0.00	0.00	0.00	90,340.00
7362	SCHOOL MENTAL HEALTH & SAFETY	22,917.00	0.00	10,226.19	44.62	0.00	12,690.81
73--		8,908,068.00	0.00	7,771,749.64	87.24	0.00	1,136,318.36
7531	RTL FOUNDATION	3,473,263.00	0.00	3,473,263.31	100.00	0.00	-0.31
7532	RTL ADEQUACY	0.00	0.00	2,504,209.79	0.00	0.00	-2,504,209.79
7599	OTHER STATE REVENUE	0.00	0.00	120,000.00	0.00	0.00	-120,000.00
75--		3,473,263.00	0.00	6,097,473.10	175.55	0.00	-2,624,210.10
7810	REV.FOR SOC.SEC.PAYMENT	1,676,522.00	0.00	1,215,951.00	72.53	0.00	460,571.00
7820	ST.SHARE/RETIREMT CONTR	7,451,210.00	0.00	5,803,935.56	77.89	0.00	1,647,274.44
78--		9,127,732.00	0.00	7,019,886.56	76.91	0.00	2,107,845.44
8514	TITLE I	2,988,065.00	0.00	2,563,154.96	85.78	0.00	424,910.04
8515	TITLE II	304,472.00	20,703.40	240,733.20	79.07	0.00	63,738.80
8516	Title III-Lang Instr	11,666.00	770.80	10,987.20	94.18	0.00	678.80
8517	Title IV	208,160.00	13,942.93	192,728.56	92.59	0.00	15,431.44
8519	TITLE VI	0.00	15,824.40	63,297.60	0.00	0.00	-63,297.60
85--		3,512,363.00	51,241.53	3,070,901.52	87.43	0.00	441,461.48
8690	OTHER RESTRICTED FEDERAL PASS	0.00	16,532.00	16,532.00	0.00	0.00	-16,532.00
86--		0.00	16,532.00	16,532.00	0.00	0.00	-16,532.00
8749	CARES-SAFETY	81,482.00	0.00	20,674.65	25.37	0.00	60,807.35
87--		81,482.00	0.00	20,674.65	25.37	0.00	60,807.35
8810	MEDICAL ASSIST ACCESS	281,228.00	0.00	0.00	0.00	0.00	281,228.00
8820	ACCESS REIMB ADMIN COST	30,000.00	0.00	22,222.78	74.08	0.00	7,777.22
88--		311,228.00	0.00	22,222.78	7.14	0.00	289,005.22
9340	DEBT SERVICE FUND TRANS	0.00	0.00	1,643,753.00	0.00	0.00	-1,643,753.00
93--		0.00	0.00	1,643,753.00	0.00	0.00	-1,643,753.00

Account	Description	Current Budget	April 2025-26 Period To Date	2025-26 Year to Date	2025-26 FYTD %	Encumbered Amount	2025-26 FYTD Available Funds
Grand Revenue Total		96,059,250.00	5,560,312.26	84,725,658.25	88.20	0.00	11,333,591.75

Number of Accounts: 71

********** End of report **********

Account	Description	Current Budget	April 2025-26 Monthly Activity	2025-26 Year to Date	2025-26 FYTD %	Encumbered Amount	2025-26 FYTD Available Funds
1110	REGULAR PROGRAMS E/S	32,322,684.80	2,317,481.01	23,987,182.18	74.21	226,379.74	8,109,122.88
1190	FED FUNDED REGULAR PROG	283,739.00	26,212.03	212,501.53	74.89	0.00	71,237.47
1192	MATH - FEDERAL	880,743.00	53,385.01	673,854.52	76.51	0.00	206,888.48
1193	LANGUAGE ARTS - FEDERAL	1,726,957.00	139,888.70	1,320,104.97	76.44	17,211.00	389,641.03
11--	REGULAR PROGRAMS-E/S	35,214,123.80	2,536,966.75	26,193,643.20	74.38	243,590.74	8,776,889.86
1211	LIFE SKILLS	1,834,327.00	131,324.01	1,246,772.43	67.97	934.04	586,620.53
1221	"DEAF, HEARING IMPAIRED"	23,269.00	0.00	70,204.52	301.71	0.00	-46,935.52
1224	VISION IMPAIRED	157,044.00	11,308.72	106,845.68	68.04	0.00	50,198.32
1225	SPEECH AND LANG SUPPORT	1,070,224.00	95,575.72	879,877.61	82.21	24.00	190,322.39
1231	EMOTIONAL SUPPORT	1,967,495.00	173,956.81	1,431,234.50	72.74	0.00	536,260.50
1233	AUTISTIC SUPPORT	3,190,126.24	316,544.63	2,800,889.05	87.80	-1,389.24	390,626.43
1241	LEARNING SUPPORT	9,145,849.00	528,974.86	6,352,894.57	69.46	119,617.77	2,673,336.66
1243	GIFTED SUPPORT	120,006.00	8,872.75	82,284.24	68.57	0.00	37,721.76
1260	PHYSICAL SUPPORT	532,225.00	44,920.87	389,639.18	73.21	0.00	142,585.82
1290	OTHER SUPPORT	91,500.00	12,781.36	50,349.43	55.03	0.00	41,150.57
12--		18,132,065.24	1,324,259.73	13,410,991.21	73.96	119,186.57	4,601,887.46
1340	HOME ECON EDUCATION	384,802.00	30,514.75	282,016.04	73.29	798.45	101,987.51
1350	INDUSTRIAL ARTS	622,753.00	37,531.92	390,103.10	62.64	5,016.37	227,633.53
1360	BUSINESS EDUCATION	723,754.00	54,989.37	527,566.64	72.89	0.00	196,187.36
1390	OTHER VOC-ED PROGRAMS	2,205,073.00	183,756.08	1,837,560.80	83.33	0.00	367,512.20
13--		3,936,382.00	306,792.12	3,037,246.58	77.16	5,814.82	893,320.60
1430	HOMEBOUND INSTR.	2,932.00	0.00	0.00	0.00	0.00	2,932.00
1441	INCARCERATED EDUCATION	50,000.00	0.00	10,428.04	20.86	0.00	39,571.96
1442	ALTERNATIVE EDUCATION	1,555,737.00	84,481.98	898,770.84	57.77	0.00	656,966.16
1490	Additional Other Instructional	0.00	0.00	556.00	0.00	0.00	-556.00
14--		1,608,669.00	84,481.98	909,754.88	56.55	0.00	698,914.12
1592	NON PUBLIC MATH	103,062.00	10,127.02	88,564.58	85.93	0.00	14,497.42
1593	NON PUBLIC LANG ARTS	985.00	0.00	-19.68	-2.00	0.00	1,004.68
15--		104,047.00	10,127.02	88,544.90	85.10	0.00	15,502.10
2120	GUIDANCE SERVICE	1,908,804.00	135,623.53	1,382,747.94	72.44	0.00	526,056.06
2140	PSYCHOLOGICAL SERVICES	771,777.00	54,907.87	461,863.10	59.84	9,375.00	300,538.90
2160	SOCIAL WORK SERVICES	396,668.00	30,444.70	257,118.17	64.82	0.00	139,549.83
2190	OTHER STUDENT SERVICES	10,500.00	274.23	4,436.37	42.25	282.00	5,781.63
21--		3,087,749.00	221,250.33	2,106,165.58	68.21	9,657.00	971,926.42

Account	Description	Current Budget	April 2025-26 Monthly Activity	2025-26 Year to Date	2025-26 FYTD %	Encumbered Amount	2025-26 FYTD Available Funds
2250	SCHOOL LIBRARY SERV.	770,035.00	57,437.90	542,434.27	70.44	6,283.04	221,317.69
2260	INSTRUCTION & CURRICUL	653,280.00	50,242.30	517,480.86	79.21	106.80	135,692.34
2271	INSTR. STAFF DEV	847,851.00	-6,429.70	303,433.56	35.79	0.00	544,417.44
2272	NON-INSTRUCTIONAL STAFF DEVELO	48,279.00	900.22	127,209.52	263.49	0.00	-78,930.52
2280	NONPUBLIC SUPPORT SRVCS	36,710.06	6,470.30	34,539.03	94.09	-1,644.47	3,815.50
22--		2,356,155.06	108,621.02	1,525,097.24	64.73	4,745.37	826,312.45
2310	BOARD SERVICES	120,656.00	2,660.52	78,064.04	64.70	61.56	42,530.40
2330	TAX COLLECTION	303,867.00	9,767.78	212,664.44	69.99	16,760.00	74,442.56
2350	LEGAL SERVICE	219,325.00	8,928.50	91,395.21	41.67	0.00	127,929.79
2360	CENTRAL ADMINISTRATION	845,515.00	61,638.12	659,480.76	78.00	0.00	186,034.24
2380	OFFICE OF PRINCIPAL	3,611,011.00	275,085.23	2,809,038.46	77.79	0.00	801,972.54
23--		5,100,374.00	358,080.15	3,850,642.91	75.50	16,821.56	1,232,909.53
2420	MEDICAL SERVICES	1,144,989.00	86,118.67	815,339.23	71.21	0.00	329,649.77
24--	PUPIL HEALTH	1,144,989.00	86,118.67	815,339.23	71.21	0.00	329,649.77
2511	Supervision of Fiscal Svcs	372,213.00	29,104.69	240,099.42	64.51	0.00	132,113.58
2514	PAYROLL SERVICES	203,077.00	17,871.85	180,461.56	88.86	0.00	22,615.44
2515	FINANCIAL ACCOUNTING SERVICES	343,173.87	22,998.30	337,325.03	98.30	3,191.13	2,657.71
2519	Other FiscalSvc Human Resource	0.00	0.00	39.56	0.00	0.00	-39.56
25--	BUSINESS ADMINISTRATION	918,463.87	69,974.84	757,925.57	82.52	3,191.13	157,347.17
2611	MAINTENANCE	373,259.00	29,059.94	306,542.19	82.13	0.00	66,716.81
2620	MAINTENANCE	7,159,630.13	520,633.91	5,647,199.68	78.88	18,110.37	1,494,320.08
2660	SECURITY SERVICES	279,576.00	22,121.22	317,662.35	113.62	35.40	-38,121.75
26--	OPERATION/MAINTENANCE	7,812,465.13	571,815.07	6,271,404.22	80.27	18,145.77	1,522,915.14
2720	Vehicle Operation Services	6,726,036.00	716,371.61	5,364,936.33	79.76	1,377.46	1,359,722.21
27--	TRANSPORTATION	6,726,036.00	716,371.61	5,364,936.33	79.76	1,377.46	1,359,722.21
2818	TECHNOLOGY SERVICES	2,927,321.00	126,899.60	1,377,470.44	47.06	715,527.52	834,323.04
2831	Human Resources	256,271.00	18,831.30	198,338.07	77.39	0.00	57,932.93
2834	Non-Instr,Certified Staff Deve	25,010.00	0.00	16,619.80	66.45	0.00	8,390.20
2836	NonInstr,NonCert Staff Develop	0.00	0.00	245.00	0.00	0.00	-245.00
2850	ADMIN FED PROG	154,669.00	13,502.05	121,306.21	78.43	0.00	33,362.79
28--		3,363,271.00	159,232.95	1,713,979.52	50.96	715,527.52	933,763.96
3210	STUDENT ACTIVITIES	265,453.00	1,583.27	146,040.08	55.02	1,485.12	117,927.80
3250	SCH SPONSORED ATHLETICS	1,355,694.00	104,508.02	1,086,068.66	80.11	5,111.18	264,514.16

Account	Description	Current Budget	April 2025-26 Monthly Activity	2025-26 Year to Date	2025-26 FYTD %	Encumbered Amount	2025-26 FYTD Available Funds
32--		1,621,147.00	106,091.29	1,232,108.74	76.00	6,596.30	382,441.96
3300	COMMUNITY SERVICE	28,025.00	5,566.19	24,757.02	88.34	1,090.00	2,177.98
33--	COMMUNITY SERVICE	28,025.00	5,566.19	24,757.02	88.34	1,090.00	2,177.98
5110	DEBT SERVICE	8,226,960.00	0.00	8,615,803.93	104.73	0.00	-388,843.93
5130	REFUND PRIOR YR RECEIPT	0.00	0.00	40.60	0.00	0.00	-40.60
51--		8,226,960.00	0.00	8,615,844.53	104.73	0.00	-388,884.53
5230	INTERFD TR/CAPITOL RESE	0.00	0.00	2,158,753.00	0.00	0.00	-2,158,753.00
52--		0.00	0.00	2,158,753.00	0.00	0.00	-2,158,753.00
5800	SUSPENSE ACCOUNTS	0.00	2,229.26	20,167.34	0.00	60,116.73	-80,284.07
58--	SUSPENSE ACCOUNTS	0.00	2,229.26	20,167.34	0.00	60,116.73	-80,284.07
5900	BUDGETARY RESERVE	1,495,069.00	0.00	0.00	0.00	0.00	1,495,069.00
59--	BUDGETARY RESERVE	1,495,069.00	0.00	0.00	0.00	0.00	1,495,069.00
Grand Expense T		100,875,991.10	6,667,978.98	78,097,302.00	77.42	1,205,860.97	21,572,828.13

Number of Accounts: 4443

********** End of report **********

TAX COLLECTION REPORT
Fall Supplementals
2025-2026

				DUPLICATE	REPORT		OUTSTANDING		TOTAL COLLECTED	
MUN #	TAX COLLECTOR		MUNICIPALITY	RE	#	DATE	RE		RE	WAGES PD
12	Heister	Crystal	ARMAGH TOWNSHIP	2,072.33	3	11-08-25	0.00%		2,165.74	10.00
13	Harshbarger	Sharina	BRATTON TOWNSHIP	146.03	1	09-30-25	0.00%		143.11	2.00
14	Hartzler	Cheryl	BROWN TOWNSHIP	2,125.45	1	09-28-25	0.00%		2,082.94	4.00
8	North	Joan	BURNHAM BOROUGH	-	-	-	0.00%		-	-
15	Mcknight	Cindy	DECATUR TOWNSHIP	760.20	1	12-31-25	0.00%		836.22	2.00
16	Treaster	Bret	DERRY TOWNSHIP	364.20	1	10-31-25	0.00%		356.92	2.00
17	Weaver	Billi	GRANVILLE TOWNSHIP	3,753.98	2	10-31-25	0.00%		3,697.10	12.00
17A	Tyson	Susie	JUNIATA TERRACE BOROUGH	-	-	-	0.00%		-	-
1-7	Anewalt	Erin	LEWISTOWN BOROUGH	-	-	-	0.00%		-	-
10	Knable	Brooke	MCVEYTOWN BOROUGH	-	-	-	0.00%		-	-
18	Clever	Cindy	MENNO TOWNSHIP	404.01	1	12-01-26	0.00%		404.01	2.00
19	Miller	Sherry	OLIVER TOWNSHIP	319.43	1	10-08-25	0.00%		313.04	2.00
20	Zook	Herb	UNION TOWNSHIP	3,232.80	3	10-01-25	42.90%		1,810.43	6.00
				$ 13,178.43			10.39%		$ 11,809.51	$ 42.00

Report contains receipts through 5/18/26

% of Duplicate Collected 89.61%

Total RE Bills 22

TAX COLLECTION REPORT
SPRING SUPPLEMENTALS
2025-2026

MUN #	TAX COLLECTOR		MUNICIPALITY	DUPLICATE RE	REPORT #	REPORT DATE	OUTSTANDING RE	TOTAL COLLECTED RE	WAGES PD	EXPENSE REIMB
12	Heister	Crystal	ARMAGH TOWNSHIP	8,714.14	1,2	04-30-26	37.66%	5,323.43	14.00	-
13	Harshbarger	Sharina	BRATTON TOWNSHIP	612.35			100.00%	-	-	-
14	Hartzler	Cheryl	BROWN TOWNSHIP	14,378.08	1,2,3	05-03-26	21.88%	11,007.22	12.00	-
8	Wolfkiel	Christine	BURNHAM BOROUGH					-	-	-
15	Mcknight	Cindy	DECATUR TOWNSHIP	2,532.14	1	03-20-26	22.67%	1,919.07	4.00	-
16	Treaster	Bret	DERRY TOWNSHIP	6,785.34	1	04-30-26	84.22%	1,049.21	2.00	-
17	Weaver	Billi	GRANVILLE TOWNSHIP	5,655.75	1	04-30-26	0.00%	5,542.63	8.00	-
17A	Tyson	Susie	JUNIATA TERRACE BOROUGH					-	-	-
1-7	Anewalt	Erin	LEWISTOWN BOROUGH					-	-	-
10	Knable	Brooke	MCVEYTOWN BOROUGH					-	-	-
18	Lyter	Cheyna	MENNO TOWNSHIP	5,254.17			100.00%	-	-	-
19	Miller	Sherry	OLIVER TOWNSHIP	4,882.82			100.00%	-	-	-
20	Zook	Herb	UNION TOWNSHIP	1,075.90	1	03-31-26	50.00%	527.19	2.00	-
				$ 49,890.69			49.15%	$ 25,368.75	$ 42.00	$ -

Report contains receipts through 5/18/2026

% of Duplicates Collected 50.85%

MCSD Stadium Project
Costs Incurred To-Date
30-Apr-26

	Contractor	Original Bid	Approved Change Orders	Total	Paid To Date	Balance
Sports Fields	Keystone Sports	$ 11,934,150.00	$ 450,481.02	$ 12,384,631.02	$ 12,334,631.02	$ 50,000.00
General Contractor	ECI Construction	4,536,000.00	(135,711.50)	4,400,288.50	4,400,288.50	-
Electrical	HRI Inc	962,764.00	(14,839.52)	947,924.48	947,924.48	-
HVAC	Hosler Enterprise	335,000.00	(5,340.00)	329,660.00	329,660.00	-
Plumbing	Silvertip Inc	563,600.00	(80.49)	563,519.51	563,519.51	-
	Total	$ 18,331,514.00	$ 294,509.51	$ 18,626,023.51	$ 18,576,023.51	$ 50,000.00
	Option 1 approved October 26, 2023			$ 18,477,642.00		

Soft Costs:		
Architects/Engineers	895,435.65	
Permits/Drilling/Other	76,180.52	
Financing/Interest/Insurance*	25,877.84	
	$ 997,494.01	
Finishing Work - Wireless, Fencing, Sidewalks, Conduit	$ 145,518.33	
	$ 19,719,035.85	Total

Stadium Project
Foundation Report
30-Apr-26

Total Foundation Receipts

Pledges	$ 2,685,500
Cash, net of bricks/plaques purchases	217,454
	$ 2,902,954

PLEDGE ACTIVITY:

TOTAL PLEDGES: $4,290,000

COLLECTIONS:	Pledged	Received
2022	$30,000	$30,000
2023	$852,000	$852,000
2024	$807,000	$807,000
2025	$637,200	$634,700
Apr-26	$127,000	$127,000
Prepaid Future		$234,800
		$2,685,500

Mifflin County School District
Budget Transfers 2025-26

Account #	Account Title	Current	Increase	Decrease	Revised	Approved
10 E 1110 650 000 10 280 000 000 010	TECH SUPPLIES	97,552.00		7,500.00	90,052.00	
10 E 1110 438 000 30 810 000 000 010	MAINT. INFO. SYSTEMS	1,708.59	1,046.00		2,754.59	
10 E 1110 438 000 30 870 000 000 010	MAINT. INFO. SYSTEMS	1,556.50	6,454.00		8,010.50	

TAX CLAIM BUREAU
OF MIFFLIN COUNTY

20 North Wayne Street
Lewistown, PA 17044

Phone: 717-248-5783
Fax: 717-242-5465
Hours: M-F 8:00 a.m. - 4:00 p.m.

COMMISSIONERS
Robert P. Postal
Kevin P. Kodish
Noah D. Wise

DIRECTOR
Kathy J. Whitsel

SOLICITOR
BMZ Law

Mifflin County School District
Attn: Melinda Kenepp
201 Eighth St.
Lewistown, PA 17044

April 16, 2026

Dear Melinda,

The Tax Claim Bureau of Mifflin County is notifying the affected taxing authorities that an offer has been received and tentatively accepted on property map number 17 ,21-0518--,000 (lot – Henderson Street, Lewistown, PA) currently placed in the "Repository for Unsold Properties", for the amount of $5.00. A Tax Lien Certificate is enclosed for your information.

Pursuant to Real Estate Tax Sale Law §5860.627, the Tax Claim Bureau is requesting the written consent to approve or disapprove the offer from the affected taxing authorities. If the offer is accepted and approved by all taxing authorities, the price paid will then become the current market value.

Enclosed is a copy of the Tax Claim Bureau of Mifflin County's REPOSITORY FOR UNSOLD PROPERTIES SALE, RULES AND REGULATIONS. Paragraph eight (8) details the time frame for your response.

Your prompt consideration will be greatly appreciated.

Thank you,

Kathy J. Whitsel

Kathy J. Whitsel
Mifflin County Tax Claim Bureau

cc: Stephen S. Snook, Mifflin County Solicitor
File

Tax Claim Bureau of Mifflin County

MIFFLIN COUNTY COURTHOUSE – SECOND FLOOR
20 NORTH WAYNE STREET
LEWISTOWN, PENNSYLVANIA 17044

Telephone: 717-248-5783
Fax: 717-242-5455

REPOSITORY FOR UNSOLD PROPERTIES
SALE RULES AND REGULATIONS

1. **List of Repository Properties.** The Tax Claim Bureau of Mifflin County ("Bureau") shall maintain a "Repository List" of properties unsold at a judicial sale conducted under The Real Estate Tax Sale Law. This "Repository List" will be available for inspection by the public during the Bureau's regular business hours or on the County website. The Bureau may from time to time publish the "Repository List" in a local newspaper.

2. **Properties Subject to Bid.** Any property included in the "Repository List" may be the subject of a sealed written purchase offer submitted to the Bureau, and the Bureau will receive all sealed written purchase offers submitted to it in accordance with the herein rules and regulations.

3. **Form and Content of a Sealed Written Purchase Offer.** The following are required for all offers to purchase submitted to the Bureau:

   a. An offer to purchase a property in the "Repository List" must be in writing and in a sealed envelope.
   A minimum bid of $1000.00 for structures w/land and buildable lots.*
   Other non-buildable lots and mobile homes, bids addressed as received.*
   *Special circumstances may change the bids accepted.

   b. The offer shall contain:

      i. the Parcel number of the property;
      ii. the dollar amount of the offer; and
      iii. the name(s), address(es), and telephone number(s) of the person(s) who will receive title to the Parcel. If the property is to be held by more than one person, the offer must also include information as to how the property is to be held. If no information is contained in the offer as to titling of the deed for multiple tenants, all individuals and/or entities shall hold title as tenants in common.

   c. A certified check, cashier's check or money order payable to the "Tax Claim Bureau of Mifflin County" and in the amount of the offer must be placed in the sealed envelope and accompany the written offer ("Offer Money").

   d. The face of the sealed envelope shall be marked: "Written Offer to Tax Claim Bureau of Mifflin County to Purchase" with the parcel number of the subject property identified thereunder. By example, if a prospective buyer was submitting an offer on Parcel No. 12 ,12-0999, the face of the envelope would read as follows:

      Written Offer to Tax Claim Bureau of Mifflin County To Purchase
      Parcel No. 12 ,12-0999--,000

4. **Delivery Method.** Delivery of all written offers to purchase shall be made as follows:

a. Unless a different method of delivery is authorized by the Bureau, the sealed envelope containing the purchase offer shall be delivered by hand to the Bureau.

b. The date and time when the sealed envelope was delivered to and received by the Bureau will be stamped on the envelope at the time of receipt, and the envelope will be signed by the Bureau staff member who received the envelope.

c. A receipt showing the date and time when the sealed envelope was received, and showing the name of the Bureau staff member who received the envelope, will be given to the individual who had delivered the envelope. The receipt may be a photocopy of the envelope showing the date and time stamp and the signature of the Bureau staff member who received the envelope.

5. **Open Offering Period.** The sealed envelope first received by the Bureau for a particular Parcel shall commence a ten (10) calendar-day period within which other sealed written purchase offers for the subject parcel (if any be made) will be received by the Bureau ("Open Offering Period"). The Open Offering Period shall start on the first calendar day after the day the sealed envelope is first received by the Bureau for the subject parcel.

> **Example**: The sealed envelope is received by the Bureau on Wednesday, May 20, 2020. The Open Offering Period would begin on Thursday, May 21, 2020 and end on Saturday, May 30, 2020.

During the "Open Offering Period," the Bureau will receive other sealed written purchase offers for the subject parcel. Each of these offers must comply with all provisions of these rules and regulations. Notwithstanding the foregoing, the Bureau shall have no duty to the taxing authorities to advertise, invite or otherwise solicit, and shall play no role in advertising, inviting or otherwise soliciting, sealed written purchase offers during the "Open Offering Period".

6. **Opening of Bids.** On the first business day after the tenth and final day of the "Open Offering Period", all sealed envelopes as were received by the Bureau for the subject parcel will be opened at the same time by the Bureau. The Bureau will identify the highest purchase offer received and mark the subject parcel on the "Repository List" as "Offer Pending Approval".

7. **Notification of Highest Bidder.** Upon determination of the highest written purchase offer, the Bureau shall notify the offeror of said highest bid in writing that its written purchase offer for the subject parcel was the highest purchase offer received and must be accepted by all local taxing authorities of the subject parcel prior to conveyance of the subject property.

8. **Notification of Taxing Authorities.** Promptly after the Bureau has identified the highest bidder for a subject property as provided under Paragraph 6, the Bureau will give written notice of the offer to the subject local taxing authorities by regular mail. The taxing authorities will be given sixty (60) calendar days from the date of mailing to respond, in writing, to the Bureau as to whether the taxing authority approves or disapproves the offer. If a taxing authority does not respond within the time given, the taxing authority shall be deemed conclusively to have approved the offer.

9. **Approval of Offer.** If the offer is approved by all three (3) local taxing authorities, the sale will be final. After approval of the offer by the last of the three (3) local taxing authorities, the Bureau shall notify the successful offeror of all additional costs needed to complete the conveyance, including, but not limited to: (a) recording costs, (b) transfer costs, and (c) other costs as needed and determined by the Bureau (collectively "Additional Costs"). The successful offeror shall have fourteen (14) calendar days to deliver a certified check, cashier's check or money order payable to the "Tax Claim Bureau of Mifflin

County" for the Additional Costs. In the event the successful offeror fails to provide payment as required herein, the successful offeror shall forfeit his or her Offer Money and the subject parcel will return to the "Repository List" and be subject to bidding.

10. **Rejection of Offer.** If any taxing authority rejects the offer, the offeror will be notified by United States first class mail, postage prepaid. This notice shall include the return of all Offer Money. The property will remain on the "Repository List" and be subject to bidding.

11. **Certification of No Delinquent Real Estate Taxes.**

a. Pursuant to The Real Estate Tax Sale Law (72 P.S. § 5860.619A, as amended), within twenty (20) days following acceptance of a bid to purchase a property from the "Repository List" hereunder, a successful offeror, or all successful offerors if multiple parties were included in the original written purchase offer, shall be required to provide a notarized certification to the Bureau to certify that all successful offerors, individually and not collectively:

i. are not delinquent in paying real estate taxes owed to any of the taxing districts where the subject property is located; and

ii. do not have any municipal utility bills that are more than one year outstanding; and

iii. are not offering for or acting as an agent for a person who is barred from participating in a sale pursuant to The Real Estate Tax Sale Law, as amended.

b. As used in this paragraph 11, the following terms shall have the following meanings:

i. "Certification" shall mean proof via receipts of paid real estate taxes and municipal utility bills within the jurisdiction or a notarized affidavit by all successful offerors, individually and not collectively, evidencing payment of such real estate taxes and municipal utility bills.

ii. "Municipal Utility Bills" shall mean bills for services provided by a utility which is wholly owned and operated by a municipality or municipal authority. The term shall include, but not be limited to, water, sewer, and solid waste disposal utility bills.

iii. "Municipality" refers to any county, city, borough, incorporated town, township, home rule municipality, optional plan municipality, optional charter municipality or any similar general purpose unit of government which may be authorized by statute.

iv. "Person" includes a corporation; partnership; limited liability company; business trust; other association; government entity, other than the Commonwealth; estate; trust; foundation; or natural person.

In the event that all successful offerors, individually and not collectively, are unable to provide the necessary certification required herein or the certification is determined by the Bureau to be false, the offer shall be rejected. The offeror shall be notified of the rejection, and the Offer Money shall be returned by United States first class mail, postage prepaid, forthwith. The subject parcel will return to the "Repository List" and be subject to bidding.

12. **Deed.** A deed shall be prepared and recorded pursuant to Real Estate Tax Sale Law as amended. Titling of the deed shall be as follows, with no exceptions:

a. If the original written offer to purchase was made by one individual or one entity, the Deed shall be titled in that name only.

b. If the original written offer to purchase was made by multiple individuals and/or entities, the Deed will be titled according to the instructions provided in the original written offer.

c. If the original written offer to purchase was made by multiple individuals and/or entities but contained no instructions on titling of the deed, all individuals and/or entities in the original written offer to purchase will be titled as tenants in common for purposes of the deed.

13. **Finality of Sales.** All sales of property from the Repository List are final.

14. **Miscellaneous Provisions.**

a. Use of words or terms. As used within these rules and regulations promulgated above, the words "shall" and "must" are always mandatory and not merely permissive.

MIFFLIN COUNTY TAX CLAIM BUREAU
20 NORTH WAYNE STREET
LEWISTOWN, PA 17044

PHONE 717 248-5783
FAX 717 242-5465

DATE: 4/16/2026
TIME: 10:00:25

TAX LIEN CERTIFICATE

THIS DOCUMENT CERTIFIES THAT THE TAXES/COSTS DUE ON THE PROPERTY DESCRIBED BELOW,
AS SHOWN BY THE RECORDS PROCESSED IN OUR OFFICE AS OF 4/16/26, ARE AS FOLLOWS.

******** DIST/CTL 170 359602 ********

FINK JAMES R & BETTI
848 PARCHEYTOWN ROAD
LEWISTOWN PA 17044

SITUS- SAMPSON ALY

PROPERTY-
DESC -
-

170-GRANVILLE TOWNSHIP
44460-MIFFLIN COUNTY

BOOK/PAGE 0367- 0392
LAND USE LX
ACREAGE .080
VALUE 600 VALUE C&G

CERT MAIL-R/C
CERT MAIL-SALE
MAP NO 17 ,21-0518--,000

STATUS S

DATE	CODE	DESCRIPTION	RECEIPT NO	TAX	PENALTY	INTEREST	CHARGES	PAYMENTS	BALANCE DUE	INT ADDED EACH MO
02/03/14	400	SCH-MIFFLIN COUNTY		18.57	1.86	20.44	40.87			.00
						2013 TAX TOTAL	40.87			
02/03/14	201	BUREAU FEE					15.00			
03/06/14	205	POSTAGE FEE REMINDER					.49			
04/04/14	202	POSTAGE RET & CLAIM					6.49			
01/30/15	203	RECORD REVIEW FEE					10.00			
01/30/15	235	DISCHARGE/REMOVAL					5.00			
04/30/15	206	SALE PREPARATION					15.00			
06/09/15	207	POSTAGE SALE NOTICE					24.98			
06/25/15	209	POSTING UPSET SALE					40.00			
07/07/15	210	ADVERTISING-UPSET					40.00			
08/26/15	220	PROOF OF MAIL FEE					2.70			
12/30/15	240	JUDICIAL ABST. FEE					150.00			
						2013 FEE TOTAL	309.66			
						2013 YEAR TOTALS & BALANCE	350.53	.00	350.53	.00
						ESTIMATED BALANCE DUE NEXT MONTH			350.53	
02/05/15	200	CTY-GRANVILLE TWP		8.55	.86	8.04	17.45			.00
02/05/15	300	CBT-GRANVILLE TWP		4.70	.47	5.36	10.53			.00
02/05/15	340	FIRE-GRANVILLE TWP		1.85	.19	1.34	3.38			.00
02/05/15	343	EMS-GRANVILLE TWP		.15	.02		.17			.00
02/05/15	400	SCH-MIFFLIN COUNTY		20.07	2.01	20.10	42.18			.00
						2014 TAX TOTAL	73.71			
02/05/15	201	BUREAU FEE					45.00			
02/12/15	205	POSTAGE FEE REMINDER					.49			
03/30/15	202	POSTAGE RET & CLAIM					6.49			
12/05/17	242	JUDICIAL SERVICE FEE					65.11			
12/05/17	241	ADVERTISING-JUDICIAL					65.39			
						2014 FEE TOTAL	182.48			
						2014 YEAR TOTALS & BALANCE	256.19	.00	256.19	.00
						ESTIMATED BALANCE DUE NEXT MONTH			256.19	
02/17/16	200	CTY-GRANVILLE TWP		8.55	.86	7.32	16.73			.00
02/17/16	300	CBT-GRANVILLE TWP		4.70	.47	4.88	10.05			.00
02/17/16	340	FIRE-GRANVILLE TWP		1.85	.19	1.22	3.26			.00
02/17/16	343	EMS-GRANVILLE TWP		.15	.02		.17			.00
02/17/16	400	SCH-MIFFLIN COUNTY		20.07	2.01	18.30	40.38			.00

******** DIST/CTL 170 359602 ********

DATE	CODE	DESCRIPTION	RECEIPT NO	TAX	PENALTY	INTEREST	CHARGES	PAYMENTS	BALANCE DUE	INT ADDED EACH MO
						2015 TAX TOTAL	70.59			
02/17/16	201	BUREAU FEE					45.00			
04/11/16	202	POSTAGE RET & CLAIM					6.49			
						2015 FEE TOTAL	51.49			
						2015 YEAR TOTALS & BALANCE	122.08	.00	122.08	.00
						ESTIMATED BALANCE DUE NEXT MONTH			122.08	
02/17/17	200	CTY-GRANVILLE TWP		8.55	.86	6.60	16.01			.00
02/17/17	300	CBT-GRANVILLE TWP		4.70	.47	4.40	9.57			.00
02/17/17	340	FIRE-GRANVILLE TWP		1.85	.19	1.10	3.14			.00
02/17/17	343	EMS-GRANVILLE TWP		.15	.02		.17			.00
02/17/17	400	SCH-MIFFLIN COUNTY		20.07	2.01	16.50	38.58			.00
						2016 TAX TOTAL	67.47			
02/17/17	201	BUREAU FEE					45.00			
04/27/17	202	POSTAGE RET & CLAIM					6.49			
01/19/18	250	DEED PREP FEE J					110.00			
01/19/18	249	BUREAU FEE JUDICIAL					45.00			
01/19/18	248	DEED RECORDING FEE J					86.25			
						2016 FEE TOTAL	292.74			
						2016 YEAR TOTALS & BALANCE	360.21	.00	360.21	.00
						ESTIMATED BALANCE DUE NEXT MONTH			360.21	
02/05/18	200	CTY-GRANVILLE TWP		9.60	.96	6.86	17.42			.00
02/05/18	300	CBT-GRANVILLE TWP		4.70	.47	3.92	9.09			.00
02/05/18	340	FIRE-GRANVILLE TWP		1.85	.19	.98	3.02			.00
02/05/18	343	EMS-GRANVILLE TWP		.15	.02		.17			.00
02/05/18	400	SCH-MIFFLIN COUNTY		20.07	2.01	14.70	36.78			.00
						2017 TAX TOTAL	66.48			
02/05/18	201	BUREAU FEE					45.00			
						2017 FEE TOTAL	45.00			
						2017 YEAR TOTALS & BALANCE	111.48	.00	111.48	.00
						ESTIMATED BALANCE DUE NEXT MONTH			111.48	
						CLAIM TOTALS	1200.49	.00	1200.49	.00
						ESTIMATED TOTAL DUE NEXT MONTH			1200.49	

MISC RECEIPTS

04/16/26	992	REPOSITORY SALE PM 123427						5.00		

CREDIT CARD TRANSACTIONS

GRANVILLE TOWNSHIP SUPERVISORS

100 HELEN STREET
LEWISTOWN, PA 17044
717-242-2334

William W. Page, Chairman
Joseph J. Fiore, Jr., Vice Chair
Terry L. Stewart, Supervisor

March 4, 2026

Tax Claim Bureau of Mifflin County
20 North Wayne Street
Lewistown, PA 17044

Attn: Kathy J. Whitsel
Director of Tax Claim Bureau

Dear Ms. Whitsel:

The Granville Township Supervisors would like to make an offer for parcel 17 ,21-0518--,000, which is in repository, of $5.

If granted, the property title would be held by:

Granville Township
100 Helen St
Lewistown PA 17044
717-242-2334 (office)

If you have any questions or require any additional information, please do not hesitate to contact our office at (717) 242-2334.

Sincerely,

Mary E. Herto
Township Manager

TAX CLAIM BUREAU
OF MIFFLIN COUNTY

20 North Wayne Street
Lewistown, PA 17044

Phone: 717-248-5783
Fax: 717-242-5465
Hours: M-F 8:00 a.m. - 4:00 p.m.

COMMISSIONERS
Robert P. Postal
Kevin P. Kodish
Noah D. Wise

DIRECTOR
Kathy J. Whitsel

SOLICITOR
BMZ Law

Mifflin County School District
Attn: Ms. Melinda Kenepp
201 Eighth St.
Lewistown, PA 17044

January 21, 2026

Dear Melinda,

The Tax Claim Bureau of Mifflin County is notifying the affected taxing authorities that an offer has been received and tentatively accepted on property map number 04 ,05-0112--,000 currently placed in the "Repository for Unsold Properties", for the amount of $4000.00. The property is located at 9 Chestnut St Ext., Lewistown PA. A Tax Lien Certificate is enclosed for your information.

Pursuant to Real Estate Tax Sale Law §5860.627, the Tax Claim Bureau is requesting the written consent to approve or disapprove the offer from the affected taxing authorities. If the offer is accepted and approved by all taxing authorities, the price paid will then become the current market value.

Enclosed is a copy of the Tax Claim Bureau of Mifflin County's REPOSITORY FOR UNSOLD PROPERTIES SALE, RULES AND REGULATIONS. Paragraph eight (8) details the time frame for your response.

Your prompt consideration of this matter will be greatly appreciated.

If you have any questions please feel free to contact our office, Monday through Friday, 8:00 am – 4:00 pm.

Thank you,

Kathy J. Whitsel

Kathy J. Whitsel
Mifflin County Tax Claim Bureau

cc: Stephen S. Snook, Mifflin County Solicitor
File

Subject: Offer for Property – 9 Chestnut St, Lewistown, PA

Dear Mifflin County Tax Claim Bureau,

My name is Affid, and I am submitting an offer of $4,000 under MIBA Builders LLC for the property located at 9 Chestnut St, Lewistown, PA.

Although this entity is newly established, we have hands-on experience in property renovations, including a recently completed rehabilitation project on Logan Street in Lewistown.

Our plan for this property is to improve and stabilize it through a partial owner-occupancy approach, utilizing the existing layout to support both residence and rental use. This ensures ongoing maintenance, long-term care, and productive use of the property.

Our goal is to return the property to a compliant and income-producing condition.

We are prepared to move forward immediately and complete the process without delays. Funds are available and this check is backed by our business account.

Thank you for your time and consideration.

Sincerely,
Affid
MIBA Builders LLC
[redacted]

MIFFLIN COUNTY TAX CLAIM BUREAU
20 NORTH WAYNE STREET
LEWISTOWN, PA 17044

PHONE 717 248-5783
FAX 717 242-5465

DATE: 4/21/2026
TIME: 9:56:40

TAX LIEN CERTIFICATE

THIS DOCUMENT CERTIFIES THAT THE TAXES/COSTS DUE ON THE PROPERTY DESCRIBED BELOW,
AS SHOWN BY THE RECORDS PROCESSED IN OUR OFFICE AS OF 4/21/26, ARE AS FOLLOWS.

******** DIST/CTL 40 781825 ********

STINE GERALD T
9 CHESTNUT STREET EXT
LEWISTOWN PA 17044

SITUS- 9 CHESTNUT ST EXT

PROPERTY-
DESC -
-

40-LEWISTOWN BOROUGH - 4TH
44460-MIFFLIN COUNTY

BOOK/PAGE 0226- 0774
LAND USE RX
ACREAGE .080
VALUE 20,150 VALUE C&G

CERT MAIL-R/C 2217577
CERT MAIL-SALE
MAP NO 04 ,05-0112--,000

STATUS S

DATE	CODE	DESCRIPTION	RECEIPT NO	TAX	PENALTY	INTEREST	CHARGES	PAYMENTS	BALANCE DUE	INT ADDED EACH MO
02/13/23	200	CTY-LEWISTOWN BORO 4		317.77	31.78	83.30	432.85			.00
02/13/23	300	CBT-LEWISTOWN BORO 4		279.26	27.93	73.15	380.34			.00
02/13/23	340	FIRE-LEWISTOWN BORO4		22.51	2.25	5.95	30.71			.00
02/13/23	342	LIGHT LEWISTOWN 4		14.79	1.48	3.85	20.12			.00
02/13/23	344	EMS-LEWISTOWN BORO 4		2.44	.24	.70	3.38			.00
02/13/23	400	SCH-MIFFLIN COUNTY		463.71	46.37	121.80	631.88			.00
						2022 TAX TOTAL	1499.28			
02/13/23	201	BUREAU FEE					45.00			
02/16/23	205	POSTAGE FEE REMINDER					2.50			
03/07/23	202	POSTAGE RET & CLAIM					9.00			
05/31/23	204	POSTING RETURN/CLAIM					40.00			
04/30/24	206	SALE PREPARATION					15.00			
05/13/24	207	POSTAGE SALE NOTICE					32.00			
06/25/24	209	POSTING UPSET SALE					45.00			
07/19/24	203	RECORD REVIEW FEE					5.00			
07/19/24	236	DISCHARGE OF CLAIM					5.00			
07/31/24	210	ADVERTISING-UPSET					20.00			
08/22/24	220	PROOF OF MAIL FEE					3.00			
						2022 FEE TOTAL	221.50			
					2022 YEAR TOTALS & BALANCE		1720.78	.00	1720.78	.00
					ESTIMATED BALANCE DUE NEXT MONTH				1720.78	
02/06/24	200	CTY-LEWISTOWN BORO 4		317.77	31.78	54.74	404.29			.00
02/06/24	300	CBT-LEWISTOWN BORO 4		279.26	27.93	48.07	355.26			.00
02/06/24	340	FIRE-LEWISTOWN BORO4		22.51	2.25	3.91	28.67			.00
02/06/24	342	LIGHT LEWISTOWN 4		14.79	1.48	2.53	18.80			.00
02/06/24	344	EMS-LEWISTOWN BORO 4		2.44	.24	.46	3.14			.00
02/06/24	400	SCH-MIFFLIN COUNTY		461.17	46.12	79.58	586.87			.00
						2023 TAX TOTAL	1397.03			
02/06/24	201	BUREAU FEE					45.00			
02/23/24	205	POSTAGE FEE REMINDER					1.00			
03/27/24	202	POSTAGE RET & CLAIM					9.00			
06/10/24	204	POSTING RETURN/CLAIM					40.00			
						2023 FEE TOTAL	95.00			
					2023 YEAR TOTALS & BALANCE		1492.03	.00	1492.03	.00
					ESTIMATED BALANCE DUE NEXT MONTH				1492.03	
01/29/25	200	CTY-LEWISTOWN BORO 4		317.77	31.78	26.18	375.73			.00

******** DIST/CTL 40 781825 ********

DATE	CODE	DESCRIPTION	RECEIPT NO	TAX	PENALTY	INTEREST	CHARGES	PAYMENTS	BALANCE DUE	INT ADDED EACH MO
01/29/25	300	CBT-LEWISTOWN BORO 4		279.26	27.93	22.99	330.18			.00
01/29/25	340	FIRE-LEWISTOWN BORO4		52.73	5.27	4.40	62.40			.00
01/29/25	342	LIGHT LEWISTOWN 4		14.79	1.48	1.21	17.48			.00
01/29/25	344	EMS-LEWISTOWN BORO 4		2.44	.24	.22	2.90			.00
01/29/25	400	SCH-MIFFLIN COUNTY		412.74	41.27	34.10	488.11			.00
						2024 TAX TOTAL	1276.80			
01/29/25	201	BUREAU FEE					45.00			
04/09/25	202	POSTAGE RET & CLAIM					10.00			
06/09/25	204	POSTING RETURN/CLAIM					40.00			
11/12/25	208	SHERIFF SERVICE					210.85			
						2024 FEE TOTAL	305.85			
09/12/25	226	ABSTRACT FEE					150.00			
						2024 COST TOTAL	150.00			
					2024 YEAR TOTALS & BALANCE		1732.65	.00	1732.65	.00
					ESTIMATED BALANCE DUE NEXT MONTH				1732.65	
02/05/26	200	CTY-LEWISTOWN BORO 4		317.77	31.78		349.55			.00
02/05/26	300	CBT-LEWISTOWN BORO 4		279.26	27.93		307.19			.00
02/05/26	340	FIRE-LEWISTOWN BORO4		52.73	5.27		58.00			.00
02/05/26	342	LIGHT LEWISTOWN 4		14.79	1.48		16.27			.00
02/05/26	344	EMS-LEWISTOWN BORO 4		4.88	.49		5.37			.00
02/05/26	400	SCH-MIFFLIN COUNTY		368.70	36.87		405.57			.00
						2025 TAX TOTAL	1141.95			
02/05/26	201	BUREAU FEE					45.00			
03/16/26	202	POSTAGE RET & CLAIM					10.00			
						2025 FEE TOTAL	55.00			
					2025 YEAR TOTALS & BALANCE		1196.95	.00	1196.95	.00
					ESTIMATED BALANCE DUE NEXT MONTH				1196.95	
						CLAIM TOTALS	6142.41	.00	6142.41	.00
					ESTIMATED TOTAL DUE NEXT MONTH				6142.41	

MISC RECEIPTS

01/20/26	992	REPOSITORY SALE PM 122027	700.00
04/21/26	992	REPOSITORY SALE PM 123481	4000.00

CREDIT CARD TRANSACTIONS

Tax Claim Bureau of Mifflin County

MIFFLIN COUNTY COURTHOUSE – SECOND FLOOR
20 NORTH WAYNE STREET
LEWISTOWN, PENNSYLVANIA 17044

Telephone: 717-248-5783
Fax: 717-242-5455

REPOSITORY FOR UNSOLD PROPERTIES
SALE RULES AND REGULATIONS

1. **List of Repository Properties.** The Tax Claim Bureau of Mifflin County ("Bureau") shall maintain a "Repository List" of properties unsold at a judicial sale conducted under The Real Estate Tax Sale Law. This "Repository List" will be available for inspection by the public during the Bureau's regular business hours or on the County website. The Bureau may from time to time publish the "Repository List" in a local newspaper.

2. **Properties Subject to Bid.** Any property included in the "Repository List" may be the subject of a sealed written purchase offer submitted to the Bureau, and the Bureau will receive all sealed written purchase offers submitted to it in accordance with the herein rules and regulations.

3. **Form and Content of a Sealed Written Purchase Offer.** The following are required for all offers to purchase submitted to the Bureau:

   a. An offer to purchase a property in the "Repository List" must be in writing and in a sealed envelope.
   A minimum bid of $1000.00 for structures w/land and buildable lots.*
   Other non-buildable lots and mobile homes, bids addressed as received.*
   *Special circumstances may change the bids accepted.

   b. The offer shall contain:

      i. the Parcel number of the property;
      ii. the dollar amount of the offer; and
      iii. the name(s), address(es), and telephone number(s) of the person(s) who will receive title to the Parcel. If the property is to be held by more than one person, the offer must also include information as to how the property is to be held. If no information is contained in the offer as to titling of the deed for multiple tenants, all individuals and/or entities shall hold title as tenants in common.

   c. A certified check, cashier's check or money order payable to the "Tax Claim Bureau of Mifflin County" and in the amount of the offer must be placed in the sealed envelope and accompany the written offer ("Offer Money").

   d. The face of the sealed envelope shall be marked: "Written Offer to Tax Claim Bureau of Mifflin County to Purchase" with the parcel number of the subject property identified thereunder. By example, if a prospective buyer was submitting an offer on Parcel No. 12 ,12-0999, the face of the envelope would read as follows:

      Written Offer to Tax Claim Bureau of Mifflin County To Purchase
      Parcel No. 12 ,12-0999--,000

4. **Delivery Method.** Delivery of all written offers to purchase shall be made as follows:

a. Unless a different method of delivery is authorized by the Bureau, the sealed envelope containing the purchase offer shall be delivered by hand to the Bureau.

b. The date and time when the sealed envelope was delivered to and received by the Bureau will be stamped on the envelope at the time of receipt, and the envelope will be signed by the Bureau staff member who received the envelope.

c. A receipt showing the date and time when the sealed envelope was received, and showing the name of the Bureau staff member who received the envelope, will be given to the individual who had delivered the envelope. The receipt may be a photocopy of the envelope showing the date and time stamp and the signature of the Bureau staff member who received the envelope.

5. **Open Offering Period.** The sealed envelope first received by the Bureau for a particular Parcel shall commence a ten (10) calendar-day period within which other sealed written purchase offers for the subject parcel (if any be made) will be received by the Bureau ("Open Offering Period"). The Open Offering Period shall start on the first calendar day after the day the sealed envelope is first received by the Bureau for the subject parcel.

> **Example**: The sealed envelope is received by the Bureau on Wednesday, May 20, 2020. The Open Offering Period would begin on Thursday, May 21, 2020 and end on Saturday, May 30, 2020.

During the "Open Offering Period," the Bureau will receive other sealed written purchase offers for the subject parcel. Each of these offers must comply with all provisions of these rules and regulations. Notwithstanding the foregoing, the Bureau shall have no duty to the taxing authorities to advertise, invite or otherwise solicit, and shall play no role in advertising, inviting or otherwise soliciting, sealed written purchase offers during the "Open Offering Period".

6. **Opening of Bids.** On the first business day after the tenth and final day of the "Open Offering Period", all sealed envelopes as were received by the Bureau for the subject parcel will be opened at the same time by the Bureau. The Bureau will identify the highest purchase offer received and mark the subject parcel on the "Repository List" as "Offer Pending Approval".

7. **Notification of Highest Bidder.** Upon determination of the highest written purchase offer, the Bureau shall notify the offeror of said highest bid in writing that its written purchase offer for the subject parcel was the highest purchase offer received and must be accepted by all local taxing authorities of the subject parcel prior to conveyance of the subject property.

8. **Notification of Taxing Authorities.** Promptly after the Bureau has identified the highest bidder for a subject property as provided under Paragraph 6, the Bureau will give written notice of the offer to the subject local taxing authorities by regular mail. The taxing authorities will be given sixty (60) calendar days from the date of mailing to respond, in writing, to the Bureau as to whether the taxing authority approves or disapproves the offer. If a taxing authority does not respond within the time given, the taxing authority shall be deemed conclusively to have approved the offer.

9. **Approval of Offer.** If the offer is approved by all three (3) local taxing authorities, the sale will be final. After approval of the offer by the last of the three (3) local taxing authorities, the Bureau shall notify the successful offeror of all additional costs needed to complete the conveyance, including, but not limited to: (a) recording costs, (b) transfer costs, and (c) other costs as needed and determined by the Bureau (collectively "Additional Costs"). The successful offeror shall have fourteen (14) calendar days to deliver a certified check, cashier's check or money order payable to the "Tax Claim Bureau of Mifflin

County" for the Additional Costs. In the event the successful offeror fails to provide payment as required herein, the successful offeror shall forfeit his or her Offer Money and the subject parcel will return to the "Repository List" and be subject to bidding.

10. **Rejection of Offer.** If any taxing authority rejects the offer, the offeror will be notified by United States first class mail, postage prepaid. This notice shall include the return of all Offer Money. The property will remain on the "Repository List" and be subject to bidding.

11. **Certification of No Delinquent Real Estate Taxes.**

a. Pursuant to The Real Estate Tax Sale Law (72 P.S. § 5860.619A, as amended), within twenty (20) days following acceptance of a bid to purchase a property from the "Repository List" hereunder, a successful offeror, or all successful offerors if multiple parties were included in the original written purchase offer, shall be required to provide a notarized certification to the Bureau to certify that all successful offerors, individually and not collectively:

i. are not delinquent in paying real estate taxes owed to any of the taxing districts where the subject property is located; and

ii. do not have any municipal utility bills that are more than one year outstanding; and

iii. are not offering for or acting as an agent for a person who is barred from participating in a sale pursuant to The Real Estate Tax Sale Law, as amended.

b. As used in this paragraph 11, the following terms shall have the following meanings:

i. "Certification" shall mean proof via receipts of paid real estate taxes and municipal utility bills within the jurisdiction or a notarized affidavit by all successful offerors, individually and not collectively, evidencing payment of such real estate taxes and municipal utility bills.

ii. "Municipal Utility Bills" shall mean bills for services provided by a utility which is wholly owned and operated by a municipality or municipal authority. The term shall include, but not be limited to, water, sewer, and solid waste disposal utility bills.

iii. "Municipality" refers to any county, city, borough, incorporated town, township, home rule municipality, optional plan municipality, optional charter municipality or any similar general purpose unit of government which may be authorized by statute.

iv. "Person" includes a corporation; partnership; limited liability company; business trust; other association; government entity, other than the Commonwealth; estate; trust; foundation; or natural person.

In the event that all successful offerors, individually and not collectively, are unable to provide the necessary certification required herein or the certification is determined by the Bureau to be false, the offer shall be rejected. The offeror shall be notified of the rejection, and the Offer Money shall be returned by United States first class mail, postage prepaid, forthwith. The subject parcel will return to the "Repository List" and be subject to bidding.

12. **Deed.** A deed shall be prepared and recorded pursuant to Real Estate Tax Sale Law as amended. Titling of the deed shall be as follows, with no exceptions:

a. If the original written offer to purchase was made by one individual or one entity, the Deed shall be titled in that name only.

b. If the original written offer to purchase was made by multiple individuals and/or entities, the Deed will be titled according to the instructions provided in the original written offer.

c. If the original written offer to purchase was made by multiple individuals and/or entities but contained no instructions on titling of the deed, all individuals and/or entities in the original written offer to purchase will be titled as tenants in common for purposes of the deed.

13. **Finality of Sales.** All sales of property from the Repository List are final.

14. **Miscellaneous Provisions.**

a. Use of words or terms. As used within these rules and regulations promulgated above, the words "shall" and "must" are always mandatory and not merely permissive.

BOARD OF ASSESSMENT APPEALS
OF MIFFLIN COUNTY

20 North Wayne Street
Lewistown, PA 17044

Phone: 717-248-5783
Fax: 717-242-5465
Hours: M-F 8:00 a.m. - 4:00 p.m.

COMMISSIONERS
Robert P. Postal
Kevin P. Kodish
Noah D. Wise

DIRECTOR
Merry A. Bratton, CPE
mbratton@mifflincountypa.gov

SOLICITOR
BMZ Law

Memo

To: Mifflin County School District
From: Kathy Whitsel, Tax Claim Bureau KW
Subject: Exoneration
Date: April 28, 2026

Please exonerate the Mifflin County Tax Claim Bureau from collecting the following 2024-2025 delinquent School Real Estate tax bills:

Owner: William & Tina Gordon
Parcel No.: 19 ,09-0102--,027

The above listed deck has been removed per the campground owner. (Richard Harshbarger)

Please contact our office if you have any questions.

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SOLICITOR
BMZ Law

Memo

To: Mifflin County School District
From: Kathy Whitsel, Tax Claim Bureau /KW
Subject: Exoneration
Date: April 28, 2026

Please exonerate the Mifflin County Tax Claim Bureau from collecting the following 2018-2022 delinquent School Real Estate tax bills:

Owner: Jose M Serrane Rios
Parcel No.: 16 ,10-0100--,020

The above listed mobile home was removed per the park owner. (Frank Perano/GSP Management)

Please contact our office if you have any questions.

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SOLICITOR
BMZ Law

Memo

To: Mifflin County School District
From: Kathy Whitsel, Tax Claim Bureau /KW
Subject: Exoneration
Date: May 15, 2026

Please exonerate the Mifflin County Tax Claim Bureau from collecting the following 2025 delinquent School Real Estate tax bill:

Owner: Sierra Fye & Kyle Hockenberry
Parcel No.: 20 ,13-0503B-,063

The above listed mobile home was given to the park owner (US Mobile Home Park); they dismantled and removed.

Please contact our office if you have any questions.

BOARD OF ASSESSMENT APPEALS
OF MIFFLIN COUNTY

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Lewistown, PA 17044

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Merry A. Bratton, CPE
mbratton@mifflincountypa.gov

SOLICITOR
BMZ Law

Memo

To: Mifflin County School District
From: Kathy Whitsel, Tax Claim Bureau KW
Subject: Exoneration
Date: May 14, 2026

Please exonerate the Mifflin County Tax Claim Bureau from collecting the following 2025 delinquent School Real Estate tax bill:

Owner: Jesse Crownover
Parcel No.: 08 ,20-0237--,001

The above listed mobile home has been removed.

Please contact our office if you have any questions.

IN THE COURT OF COMMON PLEAS OF MIFFLIN COUNTY, PENNSYLVANIA

IN THE MATTER : CP-44-CV -12 - 2025

TAX SALE 2025– Upset Sale :

ORDER

AND NOW this 26th day of March, 2026, upon consideration of the within

PETITION FOR CONFIRMATION OF UPSET TAX SALE OF DISTRIBUTION

the same is hereby **APPROVED** and it is ordered and decreed that the Mifflin County Tax Claim Bureau make distribution pursuant to Exhibit "A" of the attached petition.

By the Court

J.

cc: Stephen S. Snook, Esquire
Kathy J. Whitsel, Tax Claim Bureau

The Original of the Document has been filed in the Office of the Prothonotary/Clerk of Court on

FILED
MIFFLIN COUNTY
2026 MAR 26 PM 2:51
PROTHONOTARY
CLERK OF COURTS

EXHIBIT "A"

PROPOSED SCHEDULE OF DISTRIBUTION

PROPERTY IDENTIFICATION:
05 ,11-0403--,000
Lewistown Borough
Snyder, Ellis & Elsie
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$461.87
Mifflin County:	$107.70
Lewistown Borough:	$113.07
MCSD:	$235.70
Register & Recorder:	$374.71
Total distribution:	**$1,293.05**

PROPERTY IDENTIFICATION:
05 ,11-0404--,000
Lewistown Borough
Snyder, Ellis & Elsie
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$442.73
Mifflin County:	$732.60
Lewistown Borough:	$769.29
MCSD:	$1,603.90
Register & Recorder:	$1,940.89
Lwtn Boro Refuse/Sewer:	$176.58
Total distribution:	**$5,665.99**

PROPERTY IDENTIFICATION:
02 ,01-0207--,000
Lewistown Borough
Searer, William & Tonya Malysza
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$725.73
Mifflin County:	$1,424.96
Lewistone Borough:	$1,471.68
MCSD:	$3,118.59
Register & Recorder:	$2,394.99
MCMA	$463.06
Lwtn Boro Sewer:	$3,761.41
Total distribution:	**$13,360.42**

PROPERTY IDENTIFICATION:
10 ,00-0702--,000
McVeytown Borough
Pollock, Ernest Jr
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$552.73
Mifflin County:	$997.04
McVeytown Bor:	$688.92
MCSD:	$1,565.46
Register & Recorder:	$2,610.09
Mcveytown W/S:	$1,120.91
Estate:	$6,464.85
Total distribution:	**$14,000.00**

EXHIBIT A

PROPOSED SCHEDULE OF DISTRIBUTION

PROPERTY IDENTIFICATION:
12 ,19-0109C-,000
Armagh Township
Chaudhry, Arlene & Jeffrey Manning
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$692.73
Mifflin County:	$1,592.91
Armagh Township:	$427.63
MCSD:	$2,509.87
Register & Recorder:	$2,849.09
Due Owners:	$13,927.77
Total distribution:	**$22,000.00**

PROPERTY IDENTIFICATION:
12 ,22-0235--,000
Armagh Township
Treaster, Daryl & Linda
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$567.73
Mifflin County:	$1,592.91
Armagh Township:	$570.12
MCSD:	$2,509.87
Register & Recorder:	$2,849.09
Armagh Sewer:	$258.31
MCMA:	$599.69
Due Owners:	$28,052.28
Total distribution:	**$37,000.00**

PROPERTY IDENTIFICATION:

15 ,13-0113--,005
Decatur Township
Druckenmiller, Jacqueline
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$352.59
Mifflin County:	$239.80
Decatur Township:	$61.08
Total distribution:	**$653.47**

PROPERTY INDENTIFICATION:

21 ,20-0110A--,000
Wayne Township
Shumaker, Michelle
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$628.59
Mifflin County:	$677.81
Wayne Township:	$54.02
MUSD:	$1,092.43
Register & Recorder:	$1,262.13
Due Owners:	$13,285.02
Total Distribution:	**$17,000.00**

PROPOSED SCHEDULE OF DISTRIBUTION

PROPERTY IDENTIFICATION:
16 ,41-0180--,000
Derry Township
Beaver, John & Helen
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$613.59
Mifflin County:	$1,140.94
Derry Township:	$701.18
MCSD:	$1,609.64
Register & Recorder:	$2,065.17
Derry Sewer:	$1,049.90
Estate :	$12,819.58
Total distribution:	**$20,000.00**

PROPERTY IDENTIFICATION:
16 ,29-0541--,000
Derry Township
Gisewhite, Alden & Denelle
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$362.73
Mifflin County:	$219.18
Derry Township:	$134.56
MCSD:	$479.48
Register & Recorder:	$642.73
Total distribution:	**$1,838.68**

PROPERTY IDENTIFICATION:
16 ,29-0328--,000
Derry Township
Reeder, Ashley
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$382.59
Mifflin County:	$861.15
Derry Township:	$529.22
MCSD:	$1,885.31
Register & Recorder:	$2,270.71
Total distribution:	**$5,928.98**

PROPERTY IDENTIFICATION:
16 ,03-0124B-,000
Derry Township
Tate, Michael Jr
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$423.59
Mifflin County:	$3,637.18
Derry Township:	$2,234.68
MCSD:	$7,344.59
Register & Recorder:	$9,292.53
MCMA:	$296.50
Total distribution:	**$23,229.07**

EXHIBIT A

PROPOSED SCHEDULE OF DISTRIBUTION

PROPERTY IDENTIFICATION:
17 ,18-0116--,000
Granville Township
Brotemarkle, Billie
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$362.73
Mifflin County:	$472.16
Granville Township:	$394.44
MCSD:	$1,033.58
Register & Recorder:	$1,281.25
MCMA:	$433.36
Total distribution:	**$3,977.52**

PROPERTY IDENTIFICATION:
20 ,16-0181--,000
Union Township
Stroup, David
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$598.59
Mifflin County:	$1,396.03
Union Township:	$577.27
MCSD:	$3,764.77
Register & Recorder:	$3,843.33
MCMA:	$349.66
Union Sewer:	$163.00
Due Estate:	$34,307.35
Total distribution:	**$45,000.00**

PROPERTY IDENTIFICATION:

20 ,01-0137A-,000
Union Township
Yetter, Robin
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$628.59
Mifflin County:	$104.60
Union Township:	$36.49
MCSD:	$229.19
Register & Recorder:	$267.89
Due Owner:	$5,433.24
Total distribution:	**$6,700.00**

PROPERTY INDENTIFICATION:

21 ,19-0523--,000
Wayne Township
Kidd, William
Sold – 2025 Upset Sale

Distribution Information:

Tax Claim Bureau:	$388.59
Mifflin County:	$440.06
Wayne Township:	$26.80
MUSD:	$689.53
Register & Recorder:	$1,199.99
Total Distribution:	**$2,744.97**

Acco	Description	Acc	Description	2025-26 Year to Date	April 2025-26 Monthly Activity	Current Budget	2025-26 FYTD %
51	FOOD SERVICE FUND						
6510	INT/INVESTMT/CHECK ACCT	000	NON CATEGORICAL	10,711.06	1,183.66	15,000.00	71.41
6600	REVENUE CLEARING ACCT	000	NON CATEGORICAL	0.00	0.00	0.00	0.00
6610	DAILY SALES REIMB PROGR	000	NON CATEGORICAL	292,250.95	41,426.60	312,878.00	93.41
6621	DAILY SALES ADULTS	000	NON CATEGORICAL	40,183.40	6,010.00	41,998.00	95.68
6622	DAILY SALES ALA CARTE	000	NON CATEGORICAL	170,910.80	23,389.95	198,947.00	85.91
6630	INCOME SPECIAL EVENTS	000	NON CATEGORICAL	6,065.62	1,293.87	6,500.00	93.32
6690	OTHER FOOD SERVICE REV.	000	NON CATEGORICAL	-23,144.42	-8,616.57	0.00	0.00
6920	"CONTRIB, DONATION PRIV"	000	NON CATEGORICAL	20,264.03	0.00	0.00	0.00
6930	GAIN/LOSS ON SALE ASSET	000	NON CATEGORICAL	0.00	0.00	0.00	0.00
6990	MISC. REVENUE	000	NON CATEGORICAL	56,966.40	8,282.00	54,000.00	105.49
7600	"SUBSIDY MILK ,LUNCH,BR"	000	NON CATEGORICAL	165,726.02	24,655.12	214,371.00	77.31
7810	REV.FOR SOC.SEC.PAYMENT	000	NON CATEGORICAL	36,539.53	4,760.05	42,650.00	85.67
7820	ST.SHARE/RETIREMT CONTR	000	NON CATEGORICAL	159,744.44	20,817.39	189,555.00	84.27
8531	SUBSIDY FEDERAL	000	NON CATEGORICAL	2,245,748.15	305,968.65	2,556,165.00	87.86
8533	VALUE OF DONATED COMM.	000	NON CATEGORICAL	280,981.62	21,813.29	153,938.00	182.53
8707	ARRA - NSL EQUIPMENT	000	NON CATEGORICAL	0.00	0.00	0.00	0.00
9310	TRANSFERS FROM G/F	000	NON CATEGORICAL	0.00	0.00	0.00	0.00
9400	"SALE,COMP FOR ASSETS"	000	NON CATEGORICAL	0.00	0.00	0.00	0.00
----	Revenue	---		3,462,947.60	450,984.01	3,786,002.00	91.47
0000		000	NON CATEGORICAL	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	111	SALARIES	3,230.85	307.70	4,000.00	80.77
3100	FOOD SERVICE	151	OFFICE/CLERICAL	29,292.90	2,886.00	37,403.00	78.32
3100	FOOD SERVICE	153	CLERICAL OVER-TIME	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	171	SALARIES	870,712.08	115,266.47	1,109,624.00	78.47
3100	FOOD SERVICE	172	SALARIES SUBSTITUTE	32,469.24	3,491.38	50,000.00	64.94
3100	FOOD SERVICE	173	SALARIES OVERTIME	2,433.95	506.39	2,000.00	121.70
3100	FOOD SERVICE	176	EE INSURANCE OPT OUT	28,421.55	3,789.54	36,000.00	78.95
3100	FOOD SERVICE	211	MEDICAL INSURANCE	220,585.19	22,112.52	246,922.00	89.33
3100	FOOD SERVICE	212	DENTAL INSURANCE	8,778.80	933.22	12,788.00	68.65
3100	FOOD SERVICE	213	LIFE INSURANCE	2,854.36	291.32	3,539.00	80.65
3100	FOOD SERVICE	214	INCOME PROTECTION	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	215	EYE CARE INSURANCE	1,831.85	181.63	2,027.00	90.37
3100	FOOD SERVICE	220	SOCIAL SECURITY	72,959.98	9,520.11	85,300.00	85.53
3100	FOOD SERVICE	230	RETIREMENT	300,113.43	21,024.64	379,109.00	79.16
3100	FOOD SERVICE	250	UNEMPLOYMENT COMP	1,933.70	252.57	2,230.00	86.71
3100	FOOD SERVICE	260	WORKMANS COMP.	4,833.10	631.21	5,575.00	86.69

Acco	Description	Acc	Description	2025-26 Year to Date	April 2025-26 Monthly Activity	Current Budget	2025-26 FYTD %
51	FOOD SERVICE FUND						
3100	FOOD SERVICE	281	OPEB HEALTH BENEFTIS	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	290	SEVERENCE TO 403 B PLAN	0.00	0.00	10,000.00	0.00
3100	FOOD SERVICE	292	Employer Contribution to HSA	27,729.97	0.00	22,761.00	121.83
3100	FOOD SERVICE	329	CONSULTANTS / OTHER	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	411	DISPOSAL SERVICE	9,183.99	1,296.16	10,500.00	87.47
3100	FOOD SERVICE	420	UTILITIES	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	430	REPAIRS & MAINT.	17,109.64	2,368.80	35,000.00	48.88
3100	FOOD SERVICE	460	EXTERMINATION SERVICES	450.00	50.00	500.00	90.00
3100	FOOD SERVICE	523	GEN. LIAB. INSURANCE	16,303.18	2,190.85	23,383.00	69.72
3100	FOOD SERVICE	525	BOND INSURANCE	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	530	COMMUNICATIONS/POSTAGE	1,042.25	18.50	1,500.00	69.48
3100	FOOD SERVICE	540	ADVERTISING	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	550	PRINTING AND BINDING	1,450.00	0.00	1,400.00	103.57
3100	FOOD SERVICE	572	MANAGEMENT-NONFOOD	139,538.05	15,505.40	151,785.00	91.93
3100	FOOD SERVICE	580	MILEAGE	343.00	88.20	200.00	171.50
3100	FOOD SERVICE	610	SUPPLIES	141,046.38	18,932.72	125,230.00	112.63
3100	FOOD SERVICE	631	FOOD PURCHASES	923,579.29	148,604.22	1,268,753.00	72.79
3100	FOOD SERVICE	632	MILK	201,696.99	27,838.44	0.00	0.00
3100	FOOD SERVICE	633	DONATED COMMODITIES	266,182.06	30,194.82	153,938.00	172.92
3100	FOOD SERVICE	634	SNACK PURCHASES	80,386.15	11,236.90	0.00	0.00
3100	FOOD SERVICE	740	DEPRECIATION	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	760	EQUIP INSTR REPL.	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	810	DUES & FEES	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	890	MISC. EXPENDITURES	4,745.46	456.00	4,535.00	104.64
3100	FOOD SERVICE	934	INDIRECT COST ALLOCAT	0.00	0.00	0.00	0.00
3100	FOOD SERVICE	939	OTHER FUND TRANSFERS	0.00	0.00	0.00	0.00
----	Expense	---		3,411,237.39	439,975.71	3,786,002.00	90.10
----	FOOD SERVICE FUND	---		51,710.21	11,008.30	0.00	0.00

Grand Revenue Totals	3,462,947.60	450,984.01	3,786,002.00	91.47
Grand Expense Totals	3,411,237.39	439,975.71	3,786,002.00	90.10
Grand Totals	51,710.21	11,008.30	0.00	0.00
	Profit	Profit		

CHECK DATE	CHECK NUMBER	VENDOR VENDOR	INVOICE DESCRIPTION	AMOUNT
04/10/2026	3025	METZ CULINARY MANAGE	MARCH 2026	175,161.35
04/10/2026	3026	PECHT, SHERRY	MARCH 2026	31.51
04/10/2026	3027	MIFFLIN COUNTY SCHOO	JANUARY 2026 GF REIMBURSEMENT	133,133.99
			Totals for checks	308,326.85

Mifflin County School District			***Meeting Date:***	RBM 05/28/2026	
PERSONNEL				Updated	5/27/2026
Resignations/Retirements:					
#	**NAME**	**POSITION**	**BUILDING**	**END DATE**	**REASON**
1	Maclay, Natisha E.	Athletic Director	MCHS	EOSY 2025-2026	Retirement
2	Peachey, Samantha J.	2nd Shift Custodian	EDES	5/29/2026	Resigned - Personal Reasons
3	Jodon, Jesse A.	Custodial Substitute	MCSD	4/29/2026	Resigned - Personal Reasons
4	Clarke, Kaytlin F.	School Psychologist	MCSD	EOSY 2025-2026	Resigned - Relocation
5	St. Clair, Brittney N.	3.00 hour Part-time Café – Floater	MCMS	05/01/2026	Resigned - Personal Reasons
	Note: Brittany will remain on the cafeteria substitute list.				
6	Sipe, Nancy A.	Cafeteria Substitute	MCSD	05/04/2026	Resigned - Personal Reasons
7	O'Donnell, Gregory P.	Cafeteria Substitute	MCSD	05/29/2026	Resigned - Personal Reasons
~~8~~	~~Wian, Lindsey M.~~	~~Full Time Emotional/Learning Support Paraprofessional~~	~~IVES~~	~~06/30/2026~~	~~Resigned - Personal Reasons~~
	Note: Pulled to Roll Call vote.				
9	Conner, Jill C.	Custodial Substitute	MCSD	05/08/2026	Resigned - Personal Reasons
10	Kingston, Darlene M.	Cafeteria Substitute	MCSD	05/21/2026	Resigned - Personal Reasons
11	Lynn, Amanda J.	Cafeteria Substitute	MCSD	05/21/2026	Resigned - Other Employment
12	Ammerman, Samantha A.	Cafeteria Substitute	MCSD	05/21/2026	Resigned - Other Employment
13	Lockett, Victoria L.	4th Grade Teacher	LIS	05/27/2026	Resigned - Personal Reasons

Displacements:						
Paraprofessionals						
#	**NAME**	**POSITION**	**BUILDING**	**DATE**		
1	Gwilym, Beth M.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
2	Molinaro, Steven B.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
3	Mowery, Jaclyn M.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
4	Hertzler, Amanda R.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
5	Gulick, Teresa L.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
6	Sheetz, Jamie D.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
7	Bubb, Jennifer L.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
8	Schenker, Lisa E.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
9	Flick, Jeannine E.	Autistic/Life Skills Support Paraprofessional	MCMS	EOSY 25-26		
10	Dubler, Joseph N.	Learning Support Paraprofessional	MCMS	EOSY 25-26		
11	Davis, Shane A.	Emotional Support Paraprofessional	MCMS	EOSY 25-26		
12	Laub, Christina M.	Emotional Support Paraprofessional	MCMS	EOSY 25-26		
13	Snook, Shawna M.	Learning Support Paraprofessional	MCMS	EOSY 25-26		
14	Russell, Marcy J.	Learning Support Paraprofessional	MCMS	EOSY 25-26		

15	Ritter, Denielle J.	Autistic Support Paraprofessional	MCJHS	EOSY 25-26		
16	Walker, Stephanie M.	Autistic Support Paraprofessional	MCJHS	EOSY 25-26		
17	Tate, Amanda J.	Autistic Support Paraprofessional	MCJHS	EOSY 25-26		
18	Beers, Heidi M.	Autistic Support Paraprofessional	MCJHS	EOSY 25-26		
19	Longwell, Brittany M.	Part-Time Emotional/Learning Support Paraprofessional	MCJHS	EOSY 25-26		
20	Royer, Kayla K.	Learning Support Paraprofessional	MCJHS	EOSY 25-26		
21	Welsh, Heather A.	Learning Support Paraprofessional	MCJHS	EOSY 25-26		
22	Hower, Stephanie M.	Learning Support Paraprofessional	MCJHS	EOSY 25-26		
23	Krepps, Kathy M.	Life Skills Paraprofessional	MCJHS	EOSY 25-26		
24	Hagans, Katlin M.	Life Skills Paraprofessional	MCJHS	EOSY 25-26		
25	Goss, Leslie A.	Life Skills Paraprofessional	MCJHS	EOSY 25-26		
Teachers						
1	Myers, Madison P.	Building Substitute Teacher	EDES	EOSY 25-26		
2	Daubert, Joseph V.	Phys. Ed. Teacher	MCHS	EOSY 25-26		
3	Curry, Sierra L.	1st Grade Teacher	SMES	EOSY 25-26		
4	Attick, Jordi L.	Building Substitute Teacher	SMES	EOSY 25-26		
5	Wagner-Ritchey, Jena R.	Building Substitute Teacher	LIS	EOSY 25-26		

Transfers:						
#	NAME	FROM POSITION	BUILDING	TO POSITION	BUILDING	TRANSFER DATE
Administration						
1	Lepley, Robert S.	Social Studies Teacher & Assistant Athletic Director	MCHS	Athletic Director (Salary - $90,000)	MCHS	07/01/2026
Teachers						
1	Mills, Richard D.	Computer/Social Studies Teacher	MCMS	Social Studies Teacher	MCMS	Start of the 2026-2027 SY
2	Elsesser, Amber R.	Traveling Art Teacher	SMES, EDES & MCMS	Art Teacher	MCMS	Start of the 2026-2027 SY
3	McClure, Darrin J.	Traveling Health & Phys. Ed. Teacher	IVEC, EDES & SMES	Health & Phys. Ed Teacher	MCMS	Start of the 2026-2027 SY
4	Weidler, Michala R.	3rd Grade Teacher	SMES	1st Grade Teacher	LES	Start of the 2026-2027 SY
Maintenance/Custodians						
Para Professionals/Clerical						
Cafeteria Staff						
1	Kahley, Megan E.	3.00 hour Part-time Café – Server-Dishwasher	MCMS	3.00 hour Part-time Cashier - Lunch	MCJHS	Retroactive to 5/4/2026
2	Bender, Shannon D.	Cafeteria Substitute	MCSD	5.75 hour Part-time Café – Breakfast Cashier, Prep, Server-Dishwasher	MCJHS	Retroactive to 5/4/2026

3	Gantz, Carol A.	6.75 hour Full-time Kitchen Helper – Assists Head Cook	MCHS	6.75 hour Full-time Kitchen Helper – Hot Grill Line	MCHS	Start of the 26-27 School Year
4	Hoy, Autumn G.	5.75 hour Person-In-Charge - Satellite Kitchen	LIS	6.00 hour Full-time Person-In-Charge – Satellite Kitchen	LIS	Start of the 26-27 School Year
5	Snyder, Laurie M.	5.75 hour Person-In-Charge	SMES	6.00 hour Full-time Person-In-Charge	SMES	Start of the 26-27 School Year
6	Guyer, Susan D.	5.75 hour Person-In-Charge	LES	6.00 hour Full-time Person-In-Charge	LES	Start of the 26-27 School Year
7	McKnight, Kimbra I.	5.75 hour Person-In-Charge	EDES	6.00 hour Full-time Person-In-Charge	EDES	Start of the 26-27 School Year
8	Shaffer, Diana L.	5.75 hour Part-time Café – Satellite Prep, Server-Dishwasher	MCHS	6.75 hour Full-time Kitchen Helper – Assists Head Cook	MCHS	Start of the 26-27 School Year

New Hires:

#	NAME	POSITION	BUILDING	START DATE	SALARY	STEP
Teachers						
1	Rowles, Anna B.	Math/Computer Teacher	MCMS	Start of the 2026-2027 School Year	$51,283	Bachelor's, Step 1
Maintenance/Custodians/Substitute Custodians						
1	Prough, Ronald C.	hift Custodian (10:00 am - 6:30 pm)	MCHS	Pending Onboarding Meeting with HR	$16.55/hr.	--
Para Professionals/Clerical						

Cafeteria Staff/Cafeteria Substitutes						
~~1~~	~~Sweitzer Sr., Shane L.~~	~~Cafeteria Substitute~~	~~MCSD~~	~~Pending Onboarding Meeting with HR~~	~~$13.25/hr.~~	~~–~~
2	Hale, Lisa C.	3 hour Part-Time Café – Server-Dishwasher	MCMS	Retroactive to 05/22/2026	$14.75/hr.	--
3	Glover, Rebecca E.	5.75 hour Part-time Café – Prep, Server-Dishwasher	MCJHS	Retroactive to 05/26/2026	$14.75/hr.	--

All offers of employment are contingent upon candidate successfully passing the required background investigations, completion of pre-employment paperwork and obtaining the required level of education, licensure and/or endorsement prior to employment.

Mentors:						
#	TEACHER NAME	MENTOR FOR	MENTEE SCHOOL	MENTEE POSITION	STIPEND	MENTOR ONLY/FULL INDUCTION
1	Donaldson, Reana L.	Craig, Danielle A.	MCMS	6th Gr. ELA Teacher	$350	Mentor Only

Approval for 2026-2027 SY Pending Receipt of Emergency Permit						
#	NAME	POSITION	BUILDING			
1	Himes, Cheryl L.	Autistic Support Teacher	LES			
2	Kyle, Bailie I. M.	Mental Health Specialist	MCSD (LES - Home Base)			
3	Groff, Carmen J.	School Nurse	LES & EDES			
4	Aurand, Saundra R.	Learning Support Teacher	LIS			
5	Hunter, Callie E.	Emotional Support Teacher	LIS			
6	Unger, Bobbi J.	ESL Teacher	MCJHS & MCHS			
7	Nulton, Robert U.	Spanish Teacher	MCHS			
8	Bollinger, Jared T.	Learning Support Teacher	MCHS			

9	Stahl, Jennifer S.	Emotional Support Teacher	MCHS			
10	Brannon, Jada M.	Chemistry Teacher	MCHS			
11	Mitchell, Maggie G.	Learning Support Teacher	MCJHS			
12	Wright, Noah K.	Health & Phys. Ed. Teacher	MCJHS & EDES			
13	Freed, Jennifer L.	Learning Support Teacher	MCMS			
14	Witmer, Charly L.	Autistic Support Teacher	IVEC			
15	Connolly, Kate A.	School Nurse	IVEC			
16	Stever, Celia R.	Emotional Support Teacher	IVEC			
17	Staub, Jennifer J.	School Nurse	MCMS			
18	Zannino, Francesca J.	Autistic Support Teacher	MCMS			
19	Roe, Tracy L.	Emotional Support Teacher	MCMS			
20	Rowe, Aaron M.	Learning/Emotional Support Teacher	SMES			
21	Hockenberry, Mallory M.	Learning Support Teacher	EDES			
22	Torquato, Lorie A.	Learning Support Teacher	EDES			
23	DeVecchis, Sabrina L.	Life Skills Support Teacher	EDES			
24	Yearick, Abigail V.	Mathematics Teacher	Alpha			

Paid Athletics

#	COACH NAME	POSITION/SPORT	YEARS OF EXPERIENCE	SEASON	SALARY	START DATE
1	Lehman, Christopher C.	Head 9th Grade Girls Basketball Coach	16	Winter 2026 (2026-2027 SY)	$4,592.00	2026-2027 SY
2	Stover, Benjamin D.	Assistant 8th Grade Girls Basketball Coach	2	Winter 2026 (2026-2027 SY)	$1,792.00	2026-2027 SY
3	Searer, L. Dale	First Assistant Boys Wrestling Coach	18	Winter 2026 (2026-2027 SY)	$4,816.00	2026-2027 SY
4	Spade, Colton W.	Assistant Wrestling Coach	10	Winter 2026 (2026-2027 SY)	$3,360.00	2026-2027 SY
5	Kellison, Cole D.	Assistant Jr. High Wrestling Coach	4	Winter 2026 (2026-2027 SY)	$2,128.00	2026-2027 SY

6	Barlett, Sidney B.	Assistant Cheerleading Coach	2	Winter 2026 (2026-2027 SY)	$1,904.00	2026-2027 SY
7	Sulouff, Ava M.	Head Jr. High Cheerleading Coach	3	Winter 2026 (2026-2027 SY)	$2,016.00	2026-2027 SY
8	Goss, Indya K.	Assistant Jr. High Cheerleading Coach	1	Winter 2026 (2026-2027 SY)	$1,232.00	2026-2027 SY
9	Lane, Denise L.	Assistant Bocce Coach	3	Winter 2026 (2026-2027 SY)	$1,456.00	2026-2027 SY
10	Wolfkill, Gabriella R.	Assistant Varsity Volleyball Coach	0	Fall 2026 (2026-2027 SY)	$2,240.00	2026-2027 SY

Volunteer Athletics

#	COACH NAME	POSITION/SPORT	SEASON	START DATE
1	Craig, Danielle A.	Girls Basketball	Winter 2026 (2026-2027 SY)	2026-2027 SY
2	Peachey, Brandi N.	Girls Basketball	Winter 2026 (2026-2027 SY)	2026-2027 SY
3	Weaver, Emma D.	Girls Basketball	Winter 2026 (2026-2027 SY)	2026-2027 SY
4	Shoemaker, Rylie S.	Girls Basketball	Winter 2026 (2026-2027 SY)	2026-2027 SY
5	Hartsock, Aaron J.	Girls Basketball	Winter 2026 (2026-2027 SY)	2026-2027 SY
6	Heckert, Brian J.	Girls Basketball	Winter 2026 (2026-2027 SY)	2026-2027 SY
7	Hartsock, Trey A.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
8	Shank, Matthew K.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
9	Craig, Colton J.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
10	Rowe, Aaron M.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
11	Seiler, Colby D.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
12	Aurand, Avery W.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
13	Everly, Kyler T.	Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
14	Daubert, Joseph V.	Jr. High Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
15	Swartzell, Kenneth R.	Jr. High Boys Wrestling	Winter 2026 (2026-2027 SY)	2026-2027 SY
16	Bulick, Adrienne E.	Cheerleading	Winter 2026 (2026-2027 SY)	2026-2027 SY
17	Lauver, Isabella R.	Cheerleading	Winter 2026 (2026-2027 SY)	2026-2027 SY

18	Schreck, Ellary R.	Cheerleading	Winter 2026 (2026-2027 SY)	2026-2027 SY

Auxiliary Personnel

#	NAME	SCHOOL YEAR
1	Barlett, Sidney B.	2026-2027
2	Barnhart, Nathan C.	2026-2027
3	Basom, Melissa L.	2026-2027
4	Baublitz, Kyle E.	2026-2027
5	Baylor, Mark J.	2026-2027
6	Becker, Kathleen L.	2026-2027
7	Bell, Erica L.	2026-2027
8	Belfiore, Arthur F.	2026-2027
9	Bender, Richard C. Jr.	2026-2027
10	Bender, Richard J.	2026-2027
11	Bennett, Kimberly A.	2026-2027
12	Breneman, Catrina J.	2026-2027
13	Breneman, Neil A.	2026-2027
14	Bubb, Hannah N.	2026-2027
15	Clancy-Burns, Kerry E.	2026-2027
16	Coffey, Jennifer L.	2026-2027
17	Conner, Rebecca J.	2026-2027
18	Corson, Rachel L.	2026-2027
19	Craig, Danielle A.	2026-2027
20	Cramer, Kyle R.	2026-2027
21	Daubert, Joseph V.	2026-2027
22	Douglas, Charles R.	2026-2027
23	Eckley, Tyson A.	2026-2027
24	Elsesser, Amber R.	2026-2027
25	Erb, Brandy L.	2026-2027
26	Ettinger, Eric S.	2026-2027

27	Everly, Tina M.	2026-2027		
28	Fensterbush, Vicki L.	2026-2027		
29	Fisher, Noah M.	2026-2027		
30	Flick, Jeannine E.	2026-2027		
31	Fluke, Randy M.	2026-2027		
32	Fluke, Sue E.	2026-2027		
33	Fought, Heidi L.	2026-2027		
34	Fuller, Charles D.	2026-2027		
35	Franklin, Sr., Glenn E.	2026-2027		
36	Garner, Susan E.	2026-2027		
37	Garrett, James A.	2026-2027		
38	Gates, Samantha J.	2026-2027		
39	Gehman, Lindsay E.	2026-2027		
40	Gilbert, Stefanie R.	2026-2027		
41	Gill, Joelle L.	2026-2027		
42	Glover, Benjamin S.	2026-2027		
43	Goss, Chelsea F.	2026-2027		
44	Granby, Amy L.	2026-2027		
45	Gramley, Shaneen E.	2026-2027		
46	Green, Makayla N.	2026-2027		
47	Grimes, Joshua D.	2026-2027		
48	Haines, Annalise R.	2026-2027		
49	Haines, Maryann K.	2026-2027		
50	Hartsock, Aaron J.	2026-2027		
51	Hartsock, Ali R.	2026-2027		
52	Harvey, Elizabeth	2026-2027		
53	Hartzler, Jennifer J.	2026-2027		
54	Hartzler, Jennifer L.	2026-2027		
55	Hepner, Allan D.	2026-2027		
56	Herto, Roger A.	2026-2027		

57	Herto, Sandra S.	2026-2027		
58	Hertzler, Amanda R.	2026-2027		
59	Himes, Gina M.	2026-2027		
60	Himes, Steven N.	2026-2027		
61	Hoppel, Raymond R.	2026-2027		
62	Ishler, Gary K.	2026-2027		
63	James, Crystal L.	2026-2027		
64	Johnson, Craig E.	2026-2027		
65	Johnson, Kelli L.	2026-2027		
66	Kaniecki, Amanda S.	2026-2027		
67	Kauffman, Ethan T.	2026-2027		
68	Kauffman, Kristin N.	2026-2027		
69	Knable, Leslie A.	2026-2027		
70	Knepp, Laura L.	2026-2027		
71	Kratzer, Alan N.	2026-2027		
72	Kratzer, Maria A.	2026-2027		
73	Langs, Jessica A.	2026-2027		
74	Leister, Brett M.	2026-2027		
75	Lewis, Nicole M.	2026-2027		
76	Liebegott, Erik M.	2026-2027		
77	Loht, Gregory A.	2026-2027		
78	Martin, J. Kirby	2026-2027		
79	Matthews, Tamara A.	2026-2027		
80	Mazurek, Jeffrey C.	2026-2027		
81	McCarter, James H.	2026-2027		
82	McCarter, Jennifer E.	2026-2027		
83	McElwain, Clifford J.	2026-2027		
84	Miller, Xin Z.	2026-2027		
85	Mix, Ermalinda A.	2026-2027		
86	Moist, Natasha L.	2026-2027		

87	Moon, Stephanie J.	2026-2027		
88	Moore, Gina M.	2026-2027		
89	Moore, Matt B.	2026-2027		
90	Mowery, Michael D.	2026-2027		
91	Muir, Connor J.	2026-2027		
92	Muir, Kylie J.	2026-2027		
93	Napikoski, William A.	2026-2027		
94	Neavling , Jennifer M.	2026-2027		
95	Nickel, Koleen J.	2026-2027		
96	Palladino, Jaden J.	2026-2027		
97	Parson, Melinda R.	2026-2027		
98	Parks, Kelly L.	2026-2027		
99	Patkalitsky, Nicole M.	2026-2027		
100	Peachey, Brandi N.	2026-2027		
101	Pearce, Paula L.	2026-2027		
102	Pennepacker, Joshua R.	2026-2027		
103	Peters, Todd R.	2026-2027		
104	Querry, Aileen L.	2026-2027		
105	Reed, Cassidy C.	2026-2027		
106	Roles, Sandra R.	2026-2027		
107	Russler, Deanna M.	2026-2027		
108	Sauer, Brenna J.	2026-2027		
109	Schaaf, Mary Lou	2026-2027		
110	Schaefer, Kirsten E.	2026-2027		
111	Schnell, Jane A.	2026-2027		
112	Sechler, Tamara C.	2026-2027		
113	Seitz, Aimee M.	2026-2027		
114	Shade, Tracy L.	2026-2027		
115	Sheaffer, Jennifer S.	2026-2027		
116	Sheetz, Jamie D.	2026-2027		

117	Bubb, Brenna N.	2026-2027		
118	Shoemaker, Matthew E.	2026-2027		
119	Sitch, Regina C.	2026-2027		
120	Snook, Colleen	2026-2027		
121	Snook, Sr., Joshua D.	2026-2027		
122	Snyder, Gina M.	2026-2027		
123	Snyder, Trystan G.	2026-2027		
124	Specht, Shannon E.D.	2026-2027		
125	Stimely, Laura C.	2026-2027		
126	Stine, David A.	2026-2027		
127	Stine, Kelly J.	2026-2027		
128	Stringfellow, Rebecca L.	2026-2027		
129	Sulouff, Ava M.	2026-2027		
130	Terry, Marc A.	2026-2027		
131	Treaster, Paula J.	2026-2027		
132	Weaver, Crystal A.	2026-2027		
133	Whisler, Kaitlin N.	2026-2027		
134	Whited, Dante M.	2026-2027		
135	Whitenight, Elizabeth A.	2026-2027		
136	Whitenight, Justin L.	2026-2027		
137	Winkles, Gabriel D.	2026-2027		
138	Wise, Angela L.	2026-2027		
139	Wise, Ashley A.	2026-2027		
140	Worley, Hillary N.	2026-2027		
141	Wright, Marla M.	2026-2027		
142	Yearick, Abigail V.	2026-2027		
143	Yearick, Jennifer N.	2026-2027		
144	Yearick, Richard F.	2026-2027		
145	Yearick, Seth P.	2026-2027		
146	Yoder, Amanda S.	2026-2027		

147	Yoder, Beka L.	2026-2027				
148	Yohn, Whitney P.	2026-2027				
149	Zeger, Jill M.	2026-2027				
150	Boyd, Sarah E.	2026-2027				
151	Maclay, Natisha E.	2026-2027				
Items highlighted yellow are updates or additions from the 05/21/2026 Committee of the Whole Meeting.						

2026 – 2027

MIFFLIN COUNTY SCHOOL DISTRICT

ATHLETIC REGULATIONS

APPROVED BY THE BOARD OF SCHOOL DIRECTORS

Date:

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Article I

CREATION, PHILOSOPHY, PURPOSES, ORGANIZATION, ETC.

Section 1 - PHILOSOPHY

Our entire educational system focuses on its most valuable resource -- the student. We bear a grave responsibility toward the student's welfare, and we dedicate our minds, talents, and energies to that end. To meet our obligations, we must accept the student for who they are, regardless of background, race, creed, or ability. Following this, we must impart the best that we have, and in the best way that we know how, the knowledge, discipline, sensitivity, motivation, and ideals that will enable the student to become a self-reliant, self-respecting citizen who will willingly accept a role in society and become an asset to it. Athletics is an effective tool in accomplishing this aim; therefore, with this in mind, the Athletic Program will be developed.

Section 2 - PURPOSES

A. To organize, develop, and direct an athletic program that will promote and protect the health and physical welfare of all participants.

B. To initiate and pursue policies that will promote and safeguard the educational values of interscholastic and intramural athletics and cultivate ideals of good citizenship and sportsmanship.

C. To promote uniformity in philosophy and operation of interscholastic athletics.

D. To prescribe the methods of financing the athletic program.

E. To prescribe the relationship of the Association to the Pennsylvania Interscholastic Athletic Association (hereafter referred to as the PIAA).

Section 3 - BASIC POLICIES

A. Athletics shall occupy the position in the school program comparable to other activities.

B. The athletic program shall be educational.

C. Athletics shall promote school morale.

D. Varsity athletics shall be based on a solid physical education program.

E. Sportsmanship, fair play, good citizenship, the will to win, and learning the skills and knowledge of the game shall constitute the basic fundamentals of the athletic program.

F. Athletics shall be a means to an educational end and not an end in itself.

Section 4 - ADMINISTRATION

A. The program shall be administered by the Athletic Director, who, in turn, is responsible to the Principal, the Chief Operations Officer, and the Superintendent or his/her designee for the supervision and operation of the program. The Board is responsible for the final approval of policies in the Athletic Program.

Section 5 - PERSONNEL ORGANIZATION

A. Line and Staff Chart

Board of Directors
Superintendent
Chief Operations Officer
Principal or Assistant Principal
Athletic Director
Assistant Athletic Director
Athletic Trainer

Head Coach

Baseball, Basketball (Boys), Basketball (Girls), Bowling (Volunteer), Unified Bocci, Cheerleading, Cross Country (Boys), Cross Country (Girls), Field Hockey, Football, Golf, Lacrosse (Boys), Lacrosse (Girls), Soccer (Boys), Soccer (Girls), Softball, Swimming, Tennis (Boys), Tennis (Girls), Indoor Track, Outdoor Track and Field (Boys), Outdoor Track and Field (Girls), Volleyball (Girls), and Wrestling.

B. Table of Organization of Coaching Staff

Baseball
- 1 – Head Coach
- 1 – Assistant – Varsity
- 1 – Head JV
- 1 – Assistant JV
- 1 – Head JH
- 1 – JH Assistant

Basketball (Boys)
- 1 – Head Coach
- 1 – First Assistant
- 2 -Head Freshmen and Assistant
- 2 – JH Assistants

Basketball (Girls)
- 1 – Head Coach
- 1 – First Assistant
- 2 – Head Freshmen and Assistant
- 2 – JH Assistants

Bocci (Unified)
- 1 – Head Coach
- 1 – Assistant Coach

Bowling
- 1 – Head Coach (Volunteer)
- 1 – Assistant (Volunteer)

Cross Country
- 1 – Head Coach Boys
- 1 – Head Coach Girls
- 1 – Head JH Boys
- 1 – Head JH Girls

Cheerleading
- 1 – Head Coach
- 1 – Assistant
- 1 – Junior High
- 1 – JH Assistant

Field Hockey (Girls)
- 1 – Head Coach
- 1 – Assistant
- 1 – Head JH
- 1 – JH Assistant

Football
- 1 – Head Coach
- 1 – First Assistant
- 4 – Assistants
- 1 – Head JH
- 3 – Assistant JH

Golf
- 1 – Head Coach
- 1 – Assistant Coach

Soccer (Boys)

- 1 – Head Coach
- 1 – Assistant
- 1 – Head JH
- 1 – JH Assistant

Soccer (Girls)

- 1 – Head Coach
- 1 – Assistant
- 1 – Head JH
- 1 – JH Assistant

Lacrosse (Boys)

- Head Coach
- Assistant Coach

Lacrosse (Girls)

- Head Coach
- Assistant Coach

Softball

- 1 – Head Coach
- 1 – Assistant – Varsity
- 1 – Head JV
- 1 – Assistant JV
- 1 – Head JH
- 1 – JH Assistant

Swimming

- 1 – Head Coach
- 1 – Assistant

Tennis (Boys)

- 1 – Head Coach
- 1 – Assistant

Tennis (Girls)

- 1– Head Coach
- 1 – Assistant

Track and Field

- 1 – Head Coach
- 4 – Assistants

Volleyball (Girls)

- 1 – Head Coach
- 1 – Assistant
- 1 – Head JH
- 1 – JH Assistant

Winter Track and Field

- 1 – Head Coach
- 1 – Assistant

Wrestling (Boys)

- 1 – Head Coach
- 1 – First Assistant
- 1 – Assistant
- 1 – Head JH
- 2 – JH Assistants

Wrestling (Girls)

- 1 – Head Coach
- 1 – First Assistant
- 1 – Assistant
- 1 – Head JH
- 2 – JH Assistants

Article II

DUTIES AND RESPONSIBILITIES

Section 1 - BOARD OF DIRECTORS

It shall be the responsibility of the Board to approve policies, appoint coaches upon the Superintendent's recommendation, and approve financial procedures.

Section 2 – SUPERINTENDENT and CHIEF OPERATIONS OFFICER

It shall be the responsibility of the Superintendent or his/her designee (Chief Operations Officer) to recommend to the Board policies, coaches, and financial procedures. He is the final authority on all matters pertaining to school athletics administration, except for those duties specifically assigned to the Athletic Director.

Section 3 - PRINCIPALS

The Principal, in all matters pertaining to the interscholastic athletic relations of his/her school, is responsible to the PIAA. They may delegate some of these powers, but such delegation shall not relieve them of responsibility for any infraction by their school of the Constitution and By-laws of the PIAA.

Section 4 - ATHLETIC DIRECTOR and ASSISTANT ATHLETIC DIRECTOR

The Athletic Director shall be directly responsible to the Principal and shall act on their behalf.

The Assistant Athletic Director shall be directly responsible to the Athletic Director and act on their behalf.

The primary responsibility of the Athletic Director and Assistant Athletic Director shall be to assist the High School Administration in the effective and efficient organization, operation, and management of the entire Athletic Program. Specific duties are as follows:

A. General Administration

1. Responsible for scheduling all interscholastic athletic contests for each team within the athletic program.
2. Responsible for assigning and contracting of contest officials for the athletic program.
3. Responsible for making transportation arrangements for all athletic teams.
4. Develops a well-organized crowd control program for all spectator events.

5. Enforces eligibility requirements in compliance with local and PIAA By-laws.

6. Develops procedures for the prevention and care of student-athlete accidents/injuries.

7. Develops criteria for either eliminating or adding interscholastic sports.

8. Responsible for the collection of completed physical examinations for all interscholastic sports and the administration of the Student Accident Insurance program for Athletics.

B. Athletic Leadership

a. Serves as the primary advocate for the interscholastic athletic program in the school community.

b. Directs an interscholastic athletic program which promotes, protects, and conserves the health, safety, and educational welfare of the student-athlete.

c. Provides equal opportunities for all students, taking into consideration gender and ethnicity.

d. Subscribes to the NIAAA Code of Ethics.

e. Serves as an effective communicator with administration, coaching staff, students, parents/guardians, and community.

f. Serves as the school representative on the league, district, and state levels.

g. Participates in professional development activities on a local, regional, state, or national level.

h. Provides the vision and courage to improve and maintain the athletic program.

C. Facilities and Equipment Management

1. Develops procedures for the preparation of facilities for practice and competition.

2. Coordinates scheduling of athletic facilities.

3. Provides expertise in facility planning.

4. Enforces safety standards for the acquisition and maintenance of athletic facilities and equipment.

D. Financial Management

1. Plans and prepares annual athletic fund budget.

2. Develops procedures for purchasing consistent with the school district.

3. Provides expertise for the purchasing of supplies and equipment.

4. Develops procedures for inventory of supplies and equipment.

5. Submits financial reports annually.

6. Develops policies and procedures for gate revenues.

7. Responsible for the payment of game personnel.

8. Develops procedures for athletic fundraising consistent with local school district policy.

E. Legal Foundations

1. Addresses legal considerations, cautions, and issues as a reference for developing rules and regulations.

2. Develops rules and regulations for the student-athlete that address constitutional and federal law.

3. Enforces local and state standards for the safe and equitable operation of the athletic program.

4. Develops safety standards and checklists for athletic equipment, facilities, and practices.

F. Office Management

1. Organizes and directs student and adult volunteers with specific responsibilities related to the athletic program.

G. Personnel Management

1. Assists with the recruiting, interviewing, selection, and recommendation of coaches for contract positions.

2. Establishes coaching expectations.

3. Monitors and evaluates head coaches for each sport.

4. Provides opportunities for coaching education.

5. Responsible for recruitment, selection, payment, and supervision of game personnel.

H. Sportsmanship and Citizenship

1. Implements positive sport citizenship activities within an educationally sound athletic program.

2. Demonstrates consistency between the sportsmanship philosophy of the local school and those of state and national associations.

3. Conducts an athletic program with the highest ideals of sportsmanship, positive citizenship, and the Twelve Character Traits.

4. Develops policies for coaches in providing sport citizenship orientation for athletes.

5. Communicates clear expectations to athletes of sportsmanship responsibilities.

6. Develops sport citizenship initiatives for contest officials, parents, and spectators.

I. Sport Promotions

1. Establishes a relationship with community sport associations.

2. Designs activities to help promote athletic programs.

3. Distributes sports schedules to the media and general public.

4. Develops positive relationships with representatives from electronic and print media.

5. Creates and produces sports news releases.

6. Helps plan and organize end of season Husky Club All-Sports Recognition Night.

Section 5 – ATHLETIC TRAINERS

A. The Athletic Trainers shall be responsible to the Principal and the Athletic Director.

B. Duties of the Trainers:

1. Be responsible for taking care of minor injuries.
2. Cooperate with the Team Physician in taking care of all other injuries.
3. Be responsible for all medical supplies.
4. Cooperate with the Principal and Athletic Director in preparing the annual budget.
5. Be dressed in an approved manner for all contests.
6. Be responsible for the seasonal athletic eligibility in cooperation with the Athletic Director.

Section 6 – HEAD COACH

Position Description

TITLE: Head Coach

RESPONSIBLE TO: Athletic Director, Assistant Athletic Director and School Administrators.

RESPONSIBLE FOR: Administering the athletic program for the specific sport and supervising coaches and student athletes as they participate in the grade 7-12 program.

JOB GOAL:

1. To plan and implement the specific program consistent with current practices as defined in (a) PA Department of Education; (b) Mifflin County Athletic Policy manual; and (c) PIAA Handbook current year, to meet the needs of the student athletes in conjunction with individual head coaches and the Athletic Director. Coaches are to read and conduct their programs within these guidelines.
2. To instruct athletes in the fundamental skills, strategy and physical training necessary for them to realize a degree of individual and team success. At the same time, the student shall receive instruction that will lead to the formulation of moral values, pride of accomplishment, acceptable social behavior, self-discipline and self-confidence.
3. To select, mentor, and oversee all assistant and volunteer coaches to ensure they are instructing student-athletes in a safe and appropriate manner. To make sure

proper techniques, strategies, rules, safety, and professional conduct are being followed throughout the season.

QUALIFICATIONS:

1. Knowledge and/or experience that provides a fundamental background in techniques for both in-season and out-of-season programs.

2. Ability to organize a safe, functional, and educational program.

3. Knowledge of maintenance practices to ensure equipment is in safe operating condition at all times.

4. Ability to monitor, motivate, and educate student athletes as they train for their individual sport.

A. Performance Responsibilities

1. Confers with the Athletic Director and Principal annually to discuss planning, development and implementation of the program in applicable grade levels.

2. Monitors the academic progress of the student athletes.

3. Responsible for the physical and moral well-being of all members of the staff and squads.

4. Responsible for the discipline of the staff and squads.

5. Attends all mandated PIAA Rules Interpretation Meetings and is responsible for securing information regarding these meetings and sharing with the Athletic Director and/or Assistant Coaches when relevant.

6. Meets with the Athletic Department prior to the season, mid-season, and end of season to establish goals and evaluate goals as well as Key Performance Indicators.

B. Performance Standards

1. Assists with the planning and development of the program designed to be consistent with the philosophy of the Athletic Director and Principal.
2. Implements a program designed to improve performance and reduce the incidence of injuries to student athletes.
3. Responsible for the discipline of the staff and squads.
4. Provides supervision of all assistant coaches, athletes, and managers.
5. Dresses in an approved manner for all contests.

6. Attends and participates in the Husky Club All Sports Recognition Night, which is held at the end of the Spring Sports season.
7. Identifies and demonstrates ethical and sportsmanlike conduct in sports participation.
8. Continues to examine new theories, rules, and procedures pertinent to the sport.
    a. Ensures that up-to-date practices are in use in all of the programs.
    b. Becomes familiar with the state and league rules and regulations required for competition.
9. Supports and emphasizes the Twelve Character Traits.
10. Participates in the annual budget process under the direction of the Athletic Director and Principal to consider the purchase of new or replacement equipment and/or parts.
    a. Orders new or replacement equipment and/or parts consistent with the philosophy of the Athletic Director and Principal.
    b. Completes budget requests in a timely fashion.
11. Responsible for monitoring the daily attendance, tardies, and absences on the day of and the day after competition, as well as an accumulated total.
12. Monitors the academic progress of the student athletes.
13. Provides a written account of details relating to the ejection of a coach or student athlete from a contest on a form provided by the Athletic Director.
14. Head Coaches are responsible for seeing that athletic equipment is turned in at the end of the season.

Article III

GENERAL POLICIES

Section 1 - STUDENT PARTICIPATION

A. Eligibility
   1. PIAA regulations shall prevail.

B. Participation
   1. PIAA regulations shall prevail.
   2. Members of interscholastic teams are not eligible for intramurals in the same sport during that sport's season.
   3. No student absent from school is eligible for practice or a game that day unless approved by the Principal and, if late to school, must be signed in by 9:30 a.m. to be eligible to participate. Athletes must be at school by 10:30 a.m. if there is a two-hour delay. If an MCSD athlete is not at school by 10:30 a.m. on a two-hour delayed start and did not have prior principal permission, that MCSD athlete is ineligible to participate that day. Athletes must be at school by 11:30 a.m. if there is a three-hour delay. If an MCSD athlete is not at school by 11:30 a.m. on a three-hour delayed start and did not have prior principal permission, that MCSD athlete is ineligible to participate that day.
   4. Late arrival students who come in for the third period may NOT be late. If they arrive late, they will NOT be permitted to participate that day.
   5. Hybrid-Alpha students who begin their day online and do not report to their building classes on time will be ineligible to participate that day.
   6. Students who are sent home by a school nurse due to illness will not be eligible to participate that day unless they report back for the beginning of 7th period and are approved to return by the school nurse.
   7. Students who leave school early for appointments or PA Driver's Test or Instruction will not be permitted to participate that day, unless documentation is provided by a licensed medical professional, the PA Driver's Testing Facility, or the Instructor.

Absences on the day after a scheduled contest must comply with existing policies.

4. ***Upon the cancellation of school or early dismissal of school due to weather conditions, no athletic events or practices may be held unless the Superintendent or Chief Operations Officer approves an exception.***

5. *SEVENTH, EIGHTH, and NINTH GRADERS ON JUNIOR HIGH TEAMS*

   a. The Middle School and Junior High Principals have the authority to exclude any pupil who, because of poor performance or improper conduct, would not represent his/her school in a becoming manner, and also to exclude any pupil who has suffered serious illness or injury until that pupil is pronounced physically fit by the school physician or another licensed physician.

   b. The Middle School and Junior High Principals are responsible for verifying the eligibility of the pupils regarding PIAA attendance requirements and grade requirements.

6. In order to comply with the PIAA rule, "no athlete may practice and/or compete in athletic contests for more than six (6) days in each calendar week." The calendar week is Sunday through Saturday.

7. On Sundays, voluntary practices may be held after 1:00 p.m.

Section 2 - STUDENT INSURANCE

A. Policy on Student Accident Insurance

1. Athletes, managers, and student scorers are not covered with a Student Accident Insurance Policy and must provide proof they are covered by an insurance policy on the proper District form.

B. Interscholastic Injuries

1. According to the School Code, it is not the legal responsibility of the School District to assume financial responsibility for injuries received by students participating in interscholastic athletics. However, it is the policy of the Board to provide care for such injuries received while participating in interscholastic athletics under certain conditions as follows:

   a. All injuries of any nature must be reported promptly to the Athletic Trainer, Coach or Team Physician. Delayed reaction to injuries must likewise be reported promptly. Injuries reported to the Coach should then be promptly relayed to the Athletic Trainer.

   b. Significant injuries shall be referred to the Team Physician or the Emergency Room of the nearest hospital.

   c. Files shall be kept showing the student accident coverage for sports. These files shall be kept in the Office of the Trainer.

Section 3 – FUNDRAISING

A. Any act of fundraising for the promotion of athletics under the jurisdiction of the Mifflin County School District by the personnel or students of the school system shall have prior approval by the Board and/or the Superintendent.

1. **Fundraising Policy**:

   a. No solicitations among or by any group of students within the Mifflin County School District for any purpose may be conducted without prior approval of the Principal of the school.

   ~~b.~~ Each sale shall be completed within approximately two weeks and sales are to be conducted during non-school hours. ~~If students do not return money to the fundraising treasurer, their report cards may be held until all accounts are closed.~~

   c. All scheduling of sales, sale items on school property, and sales companies are subject to the approval of the building principal and must be approved in advance by the requesting agent completing the "Request for Fundraising Activity" and obtaining the Principal's authorization.

d. Accounting for all student organization sales and money will be through the student activities account.

e. Booster organizations, PTAs, parent groups, and non-school groups must request permission from the Principal to conduct fundraising activities on school property.

f. Building Principals must approve all supplies and equipment purchased or donated for student use to determine their educational or athletic appropriateness.

g. All fundraising for field trips must be approved according to the educational benefits and curriculum requirements of the District for the proposed field trip.

h. If the fundraiser involves solicitation by the students, the sponsors of the organization must make an application to the appropriate building principal on the attached "Request for Fundraising Activity." The Principal should review the calendar to avoid conflicts with other fundraisers.

i. If the fundraiser does not involve students, the sponsors should check with the principal to avoid conflicts in the fundraising calendar. There is no limit on the number of fundraisers in this category. Funds may be raised only within the organization's specific budget plan, as approved by the principal.

FUNDRAISING FOR BOOSTER CLUBS AND HOME AND SCHOOL/PARENT ORGANIZATIONS

A. The school district welcomes the participation of board-approved Parent/Booster groups in our programs. The Athletic Director will work with any group whose purpose is to improve our athletic programs. The building principal will work with Home and School or other parent groups. The following rules should apply:

1. Any Booster fundraising must be approved by the Principal at least two weeks in advance by completing the "Athletic Booster/Parent Organization Fundraising Application."
    a. All required licenses and insurance must be secured by the Booster group prior to the start of the fundraiser

2. Fundraising methods must be legal, ethical, and profitable.

3. Funds raised must support all players equally.
    a. The exception to this is players who advance to playoff competitions or players who present a financial hardship.

4. Funds raised must be used to support players, improve the program, add to or upgrade equipment, or assist in providing students with district-authorized activities that exceed the district budget.

5. The club/group must adhere to the school district philosophy and objectives for the academic and athletic programs.

6. All equipment and supplies donated to the school/sport become the property of the school district.

Financial Procedures

A. All support organizations, including but not limited to all Home and School Organizations and Booster Clubs, must elect a treasurer who will:

1. Follow all generally accepted accounting practices and meet with the school district's ~~Business Manager~~ Chief Financial Officer for guidance when needed.

2. Responsibly safeguard and manage the group's funds.
   a. Require live dual signatures for all expenditures
   b. Confirm that all expenditures support the mission of the Mifflin County School District and adhere to all district policies

3. Maintain organized financial records of all transactions and report the same to all members monthly in season and quarterly the rest of the year

4. Annually prepare and deliver to athletic director/principal:
   a. Financial records for review after reconciliation of 6/30 activity
   b. Title IX information (sports only)
   c. Report of tentative goals for all carryover funds*

5. Satisfy all IRS requirements, including but not limited to filing tax returns or submitting tax organizers with the appropriate entity, i.e., Mifflin County Husky Foundation.

*Carryover funds are not encouraged outside of long-term goals of the club, maintenance of current equipment/assets, and possible difficulties with fundraising.

Section 4 - TRANSPORTATION

A. Cruisers, for varsity sports only, may be used for athletic trips if the cost of the cruiser/coach does not exceed the cost of a school bus. If the cost of the cruiser/coach exceeds the cost of the school bus, a cruiser or coach can be used if another club or organization pays the difference between the school bus and cruiser rates. Use of cruisers must be approved by the Athletic Director and the Director of Transportation. It is expected that school buses are to be used for trips.

B. Transportation will be provided to games and to practices if practices are held immediately after school on a school day. Students may ride buses to practice, if provided by the School District, only one-way; parents are responsible for the return trip after practice. Students may drive to practices provided that their parent/guardian completes the Mifflin County

School District Authorization to Drive to Practice form.

C. All students shall ride the buses provided to and from the away games unless the parents, in person, appear to take the student from the game with approval by the Head Coach only and make the request in writing using the Mifflin County School District Parental Transportation Form.

D. Each Head Coach shall accompany his/her team on the bus. If approved by the Principal or his/her designee, an assistant coach may take the place of the Head Coach on the bus.

E. A roster of the traveling squad for each contest shall be presented to the Athletic Director prior to departure for the contest.

Section 5 - MEALS

A. Because of the complexity of the needs of the various sports in providing meals for away contests, each squad's needs will be met on its own merits.

1. Each coach shall submit to the Athletic Director, for his/her approval, proposed plans for meals of each sport at least two weeks prior to the first game of the sports season.

2. Meals shall be provided for all post-district contests as needed.

B. For PIAA Championship Tournaments, PIAA regulations covering such shall be followed.

Section 6 - LODGING

A. Rules for PIAA Championship Tournaments shall prevail.

B. Prior Approval for overnight trips must be secured before any team will be permitted for overnight lodging.

Section 7 - EQUIPMENT AND UNIFORMS FOR ATHLETES

A. Game Uniforms

1. Game uniforms shall be provided for the following sports: Field Hockey, Cross Country, Football, Golf, Soccer, Volleyball, Wrestling, Basketball, Bocce, Track and Field, Baseball, Softball, Tennis, Cheerleading and Lacrosse.

B. Game Equipment

1. All necessary game and practice equipment shall be provided for all sports with the exception of infielders' and outfielders' gloves for Baseball and Softball, clubs for Golf, rackets for Tennis, and sticks for Field Hockey and Lacrosse.

C. Supplies to be furnished by Student Athletes:

1. Socks
2. T-shirts
3. Soap
4. Towels
5. Shoes
6. Shin Guards
7. Protective Eyewear
8. Mouth Guards

Section 8 - CLINICS

A. Coaches may attend clinics in each sport upon approval by the Head Coach, Athletic Director, Principal, Chief Operations Officer and Superintendent.

B. Limits to reimbursement for such attendance shall be as follows:

1. That the total expenses shall not exceed the budgeted allowance for clinics as approved by the Board.

Section 9 - MISCELLANEOUS

A. To participate in any sport, the participant must meet the following requirements:

1. Pass a physical examination and submit proper evidence.

2. Complete all online forms including the parent permission, HIPAA, and drug test waiver forms with appropriate signatures.

3. Submit proof of health insurance.

4. Have returned or paid for any and all outstanding athletic equipment from participation in previous sports.

B. Policy regarding first day of practice.

1. A tentatively approved roster will be given to each Head Coach by the Athletic Director and Athletic Trainer prior to the first practice. *NO STUDENT SHALL PARTICIPATE UNLESS HIS/HER NAME IS ON THIS ROSTER.*

C. Policy regarding participants who become members of the team ***after*** the first day of practice.

1. The Head Coach shall have the responsibility of reporting in writing the addition of

any member(s) to the squad to the Athletic Director.

2. The intended participant shall not practice until the Head Coach receives permission from the Athletic Director and Athletic Trainer, verifying that the intended participant has successfully completed the PIAA CIPPE form, has school insurance, and has been officially added to the eligibility list.

D. Mifflin County events will take precedence over community events or over hosting PIAA post-season events.

Section 10 - ATHLETIC CONTESTS

A. Football
   1. Varsity.....10
   2. Junior Varsity.....10
   3. Junior High.....10

B. Field Hockey
   1. Varsity.....18 (max. two (2) tournaments)
   2. Junior Varsity.....18 (max. two (2) tournaments)
   3. Junior High.....18 (max. two (2) tournaments)

C. Competitive Cheerleading
   1. Varsity.....max. eight (8) tournaments
   2. Junior Varsity.....max. eight (8) tournaments
   3. Junior High.....max. eight (8) tournaments

D. Cross Country
   1. Varsity.....16
   2. Junior High.....16

E. Soccer (Boys and Girls)
   1. Varsity.....18 (max. two (2) tournaments)
   2. Junior Varsity.....18 (max. two (2) tournaments)
   3. Junior High.....18 (max. two (2) tournaments)

F. Golf
   1. Team .....16 (plus two (2) tournaments)

G. Basketball (Boys' and Girls')
   1. Varsity.....22 (max. two (2) tournaments)
   2. Junior Varsity.....22 (max. two (2) tournaments)
   3. Junior High.....22 (max. two (2) tournaments)

H. Wrestling
   1. Varsity.....22 (max. four (4) tournaments)
   2. Junior Varsity.....22 (max. four (4) tournaments)
   3. Junior High.....22 (max. five (5) tournaments) *Limited teams

(PIAA will govern the number of points per event)

I. Baseball
   1. Varsity.....20 (max. two (2) tournaments)
   2. Junior Varsity.....20 (max. two (2) tournaments)

J. Softball
   1. Varsity.....20 (max. two (2) tournaments)
   2. Junior Varsity.....20 (max. two (2) tournaments)
   3. Junior High.....20 (max. two (2) tournaments)

K. Swimming
   1. Team .....18 (max. two (2) tournaments)

L. Lacrosse
   1. Boys' .....18 (max. two (2) tournaments)
   2. Girls' .....18 (max. two (2) tournaments)

M. Track and Field
   1. Boys' 16
   2. Girls' 16
   3. Selected athletes will be allowed to participate in six (6) Indoor Track and Field Competitions during December, January, February, and March at other school sites.

N. Tennis
   1. Team .....18 (max. two (2) tournaments)

O. Volleyball
   1. Varsity.....22 (max. four (4) tournaments)
   2. Junior Varsity.....22 (max. four (4) tournaments)
   3. Junior High.....22 (max. four (4) tournaments)

Section 11 - TICKET PRICES

A. Varsity Level Sports: Field Hockey, Football, Soccer, Volleyball, Basketball, Wrestling, Lacrosse, Track & Field

   1. General Admission (Adult).....$5

   2. General Admission (Student/Senior Citizen) $2

   3. ~~Free Student Admission for MCSD students~~

B. Admission may be charged, at Varsity prices, for Junior High events which immediately precede Varsity and Junior Varsity events and are considered a part of the event package.

C. Junior Varsity Football, Junior High Football, Junior High Volleyball, Junior High Basketball, and Junior High Wrestling: No Admission Charge.

D. Online tickets at a reduced fee of .50 cents per ticket to improve online sales.

E. Tickets must be purchased by any student who is in kindergarten or above.

F. Senior Citizen, Veteran, and Active Military Personnel passes will be issued to those for free admission to Mifflin County athletic events. Passes MUST be picked up at the Mifflin County High School Main Office.

F. A season adult pass for 12 events will be sold at $40. A season student pass and a season senior citizen pass for 12 events will be $20.

Section 12 - SIZE OF TRAVELING SQUADS AND PERSONNEL

A. Football

1. Two (2) buses and one (1) equipment van shall be the maximum amount of transportation provided for home and away games.

B. Track

1. Two (2) buses shall be the maximum amount of transportation provided to transport girls, boys, and other personnel.

C. All Other Sports

1. Each is provided one (1) bus only or one (1) or two (2) vans.

2. Cross Country, Junior Varsity and Junior High Football, Field Hockey, Baseball, and Softball are provided one (1) bus for each team and also one (1) van for equipment when a coach bus is not taken.

Section 13 - POST-SEASON PIAA TOURNAMENT ELIGIBILITY STANDARDS

Allow each coach to determine if the team will enter the PIAA District Tournaments. Each Coach would be required to provide written documentation of why the team should be permitted to enter the postseason. The MCSD Board of Directors and Administrators will re-evaluate the effectiveness of the .500 rule before approval of the 2026-2027 Athletic Regulations.

Section 14- SCHEDULING AND DISCONTINUING INTERSCHOLASTIC COMPETITION WITH OTHER SCHOOLS

A. The Athletic Director shall recommend schedule changes to the Principal. The Principal shall contact the Superintendent and/or Chief Operations Officer for approval of said changes.

Section 15 - ATHLETES AND COACHES

A. A standard set of rules shall be in effect for all student-athletes and coaches of the Mifflin County School District. Uniform treatment of athletes and minimum expectations for student and coach behavior shall be prepared by the School Board and Superintendent. Copies will be distributed to Head Coaches, Principals, and Athletic Directors. Pertinent information will be given to student participants and parents/guardians. The rules are as follows:

These rules apply during each season involved, from the start of practice until the final game, including the playoffs.

1. Possession of alcohol or illegal drugs on school property or at any school event, or proven or admitted use of alcohol or illegal drugs during a school function, warrants dismissal from athletics for the remainder of the school year.

2. Possession of any tobacco or vapor product, including e-cigarettes and Juuls, on school property or at any school event, or proven or admitted use of tobacco or any vapor product during a school function, will result in a one-week suspension for the *first offense* and dismissal from the team for the *second offense*. Any tobacco or vapor violation will be submitted to the District Magistrate, who will determine the fine and court costs. For purposes of this policy, tobacco includes a lighted or unlighted cigarette, cigar, pipe or any other smoking product or smokeless tobacco. Any vapor use or product is also included.

3. School problems are handled as follows:

    a. During an athletic season, the following discipline will apply:
        i. The *first offense* is a warning.
        i. The *second offense* is a one-week suspension.
        ii. The *third offense* is a two-week suspension.
        iii. The *fourth offense* is dismissal from the team.

    ("Offense" is defined as a penalty for each separate incident that results in detention(s) or in-school suspension(s), even though more than one detention/in-school suspension might be assigned for each incident. *Any incident resulting in out-of-school suspension(s) shall constitute two offenses for the purposes of athletic discipline.*)

    ("Suspension" is defined as no participation or attendance at any inter-scholastic athletic contest; however, the suspended athlete may practice. A "week" is defined as a seven-day period, and suspension begins the day immediately following the resolution of the infraction.)

    b. No participation in any way on days of In-School Suspension or Out-of-School Suspension.

4. Stealing while representing the school warrants immediate dismissal from the team, with reparations.

5. Vandalism or destruction of any property while representing the school warrants immediate dismissal from the team, with reparations.

6. Any obscene gesture during an athletic competition warrants a one-week suspension with possible further review, which may result in dismissal from the team.

7. Fighting while representing the school warrants review, which may result in a one-week suspension or possible dismissal from the team.

8. Misconduct on athletic buses or abuse of shuttle bus privileges warrants the following discipline:

    i. The *first offense* is a warning.
    ii. The *second offense* is a one-week suspension.
    iii. The *third offense* is a two-week suspension.
    iv. The *fourth offense* is dismissal from the team.

9. Outbursts towards school officials, game officials, fans, coaches, and players warrant review, which may result in a one-week suspension or possible dismissal from the team.

10. Student-athletes involved with rule violations will also be disciplined according to the general rules and guidelines contained in the Student Handbook.

11. Coaches must set an example in the areas of good sportsmanship, fair play, language usage, and refrain from chewing tobacco, smoking, or vaping at practices, at games, and in locker rooms. In addition, coaches are expected to dress appropriately at interscholastic events.

12. **CELL PHONE USE POLICY**

    a. **Presence/Possession/Use of Cell Phones**
        i. Cell phones are prohibited for use in locker rooms at any time. Locker rooms also include away locker rooms. Punishment for an infraction of this policy will be at the discretion of the Principal and the Athletic Director.

13. HAZING POLICY

a. Hazing is defined as any activity that recklessly or intentionally endangers the mental health, physical health, or safety of a student for the purpose of initiation or membership in or affiliation with any organization recognized by the board.

i. **Endanger the physical health** shall include but not be limited to any brutality of a physical nature, such as whipping, beating, branding, forced calisthenics, exposure to the elements, forced consumption of any food, alcoholic beverage, drug, or controlled substance; or other forced physical activity that could adversely affect the physical health or safety of the individual.

ii. **Endanger the mental health** shall include any activity that would subject an individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact, forced conduct which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental health or dignity of the individual.

iii. Any hazing activity, whether by an individual or a group, shall be presumed to be a forced activity, even if a student willingly participates.

iv. No student, coach, sponsor, volunteer, or district employee shall plan, direct, encourage, assist, or engage in any hazing activity.

v. The Board directs that no administrator, coach, sponsor, volunteer, or district employee shall permit, condone, or tolerate any form of hazing.

vi. The district will investigate all complaints of hazing and will administer appropriate discipline to any individual who violates this policy.

vii. Students, administrators, coaches, sponsors, volunteers, and district employees shall be alert to incidents of hazing and shall report such conduct to the building principal.

viii. This district shall annually inform students, parents, coaches, sponsors, volunteers, and district staff that hazing of district students is prohibited.

14. SOCIAL MEDIA POLICY

Athletes and Coaches are expected to portray themselves, the team, the school, and the MCSD in a positive manner at all times. The Athletic Department recognizes and supports the rights of freedom of speech, expression, and association, including the use of social media. In this context, each student and coach is a representative of not only themselves and their families but also an extension of the MCSD Athletic Department. We have established social media guidelines to help provide the following direction for social media site usage:

1. Student-Athletes and Coaches should be aware that third parties, including the media, faculty, future employers, and college officials, could easily access profiles and view all personal information, including but not limited to pictures, videos, comments, and/or posters. Once information is posted, it ceases to be the property of the poster; rather, it becomes the property of the site on which it was posted.

2. Inappropriate material found by third parties affects the perception of the student-athlete, team, coach, and MCSD. Inappropriate material can also be detrimental to a student-athlete's and a coach's future options (college and/or professional). Examples of inappropriate and offensive behaviors concerning participation in online communities may include depictions or presentations of the following:

    a. Photos, videos, comments, and/or posters showing the personal use of alcohol, drugs, or tobacco.
    b. Incriminating photos or statements depicting violence, hazing, sexual harassment, full or partial nudity, inappropriate gestures, vandalism, stalking, underage drinking, profanity, and any other inappropriate behavior
    c. Pictures, videos, comments, or posters that condone drug-related activity, including but not limited to images that portray the personal use of drugs and drug paraphernalia.
    d. Content online that is unsportsmanlike, derogatory, demeaning, or threatening toward any other individual or entity. Individuals include, but are not limited to, athletes and coaches from other teams, as well as teammates and coaches. Entities include, but are not limited to, opposing teams and representatives, as well as MCSD teams and representatives.

If you are ever in doubt about the appropriateness of your online public material, consider whether it upholds and positively reflects your own values and ethics as well as those of the MCSD. Remember, always present a positive image and do not do anything to embarrass yourself, the team, your family, or Mifflin County.

Failure to adhere to these policies and guidelines may result in disciplinary action, including temporary or permanent suspension from the team, as determined by the administration, athletic director, and head coach.

15. PARENT/GUARDIAN POLICY

Over the course of a student-athlete's athletic career at Mifflin County High School, we hope that he or she will have a very rewarding experience. During the season, there will be ups and downs for individuals and the team; it's important to keep everything in perspective. When things don't go as planned or anticipated by student-athletes, parents/guardians, or coaches, it is important that certain guidelines are followed. In some instances, it is inappropriate for parents to become involved with coaches, while in other instances, it is encouraged. If a parent/guardian feels a parent/coach conference is needed, please follow the chain of command.

Chain of Command

1. Coach
    A. The student talks to the coach regarding the issue.
    B. Parent/Guardian and athlete set up a meeting at the appropriate time with the coach. This meeting should include the coaching staff, the athlete, and the athlete's parents/guardians.
2. Athletic Director
    A. Call the athletic director to set up an appointment with the coach, and the athletic director will be present. The student-athlete should also be present.
3. Principal
    A. The meeting will include the coach, athletic director, principal, parents/guardians, and the student-athlete.
4. Chief Operations Officer
5. Superintendent

Issues Appropriate to Discuss with the Coach

1. Behavior management
2. Skill improvement and development
3. Health and safety issues

Issues NOT Appropriate to Discuss with the Coach

1. Playing time is not to be discussed. Parents/Guardians must remember that coaches are professionals and make judgments based on attitude, practice performance, effort, game situations, etc. If an athlete has a question about playing time, please encourage them to speak directly with the coach at an appropriate time.
2. Playing time for any other team member.
3. Personal feelings toward any other team member.
4. Team philosophy and game strategy employed by the coach.
5. **Under any circumstance, do not approach a coach immediately before, during, or after a game.** This is an emotional and inappropriate time for many reasons.
6. **Under any circumstance, do not set foot on the playing field or gym floor** to confront a coach, official, or student-athlete. This will not be tolerated, and strong consequences will result.

Section 16 - FINANCIAL ACCOUNTING

A. The Athletic Director and Principal shall prepare a financial statement for each home athletic contest. This accounting shall include:
   1. Itemized expenditures
   2. Total disbursements

B. In addition, the Principal and Athletic Director shall maintain a cumulative record of expenditures and income for each sport. A post-season accounting shall be submitted to the Superintendent. The cost breakdown will show an annual cost per participant.

C. Inventories of equipment and supplies for all sports shall be maintained and updated annually.

Section 17 - SQUAD LIMITS

A. A maximum number of student athletes per team shall be developed in consultation with Coaches, and Athletic Directors.

Section 18 - MAXIMUM NUMBER OF AUXILIARY PERSONNEL FOR HOME ATHLETIC CONTESTS*

Varsity Football Home Game Personnel

- Event Staff (36)
- Tickets (6)
- Scoreboard (1)
- Announcer (1)
- Spotter for Announcer (1)
- Video Board Operators (2)
- Statistician (1)
- Video (1)
- Officials (6)

Junior Varsity Football Game Personnel

- Event Staff (3)
- Game Manager (1)
- Scoreboard (1)
- Officials (5) at Mid Penn Rates

Freshmen Football Home Game Personnel

- Event Staff (3)
- Game Manager (1)
- Scoreboard (1)
- Officials (4) at Mid Penn Rates

Jr High Football Home Game Personnel

- Event Staff (3)
- Game Manager (1)
- Scoreboard (1)
- Officials (4) at Mid Penn Rates

Cross Country (Boys and Girls/Varsity/JH) Personnel

- Event Staff (8)
- Timer (1)
- Scorer (1)
- Game Manager (1)
- Starter (1) at Mid Penn Rates – Varsity

Field Hockey (Varsity/JV/Jr High) Personnel

- Event Staff (3)
- Game Manager (1)
- Tickets (2)
- Announcer (1)
- Timer (1)
- Scorer (1)
- Officials (2) at Mid Penn Rates

Soccer (Varsity/JV/Jr High) Personnel

- Event Staff (3)
- Game Manager (1)
- Tickets (2)
- Announcer (1)
- Timer (1)
- Scorer (1)
- Officials (2) at Mid Penn Rates

Volleyball (Varsity/JV/Jr High) Personnel

- Event Staff (2)
- Game Manager (1)
- Scoreboard (1)
- Tickets (1)
- Scorer (1)
- Officials (2) at Mid Penn Rates

Basketball (Varsity/JV/Freshmen/Jr High) Personnel

- Event Staff (6) JV/Varsity Only [1/JH event]
- Game Manager (1)
- Tickets (1) – Only JV/Varsity unless JH plays before
- Scoreboard (1)
- Scorer (1)
- Announcer (1) – no announcer for JV or Jr High
- Varsity Officials (3) at Mid Penn Rates
- JV/9th/JH Officials (2) at Mid Penn Rates

Bocci (unified) Personnel

- Game Manager (1)
- Scorer (1)
- Officials (2) at Mid Penn Rates

Wrestling (Varsity/JH Combined) Personnel

- Event Staff (6)
- Tickets (1)
- Scoreboard (1)
- Scorer (1)
- Game Manager (1)
- Officials (1) at Mid Penn Rates

Swimming (Boys/Girls Combined) Personnel

- Timers (6)
- Game Manager (1)
- Clock/Scorers (3)
- Officials (3) at Mid Penn Rates

Baseball (Varsity/JV) Personnel

- Event Staff (3)
- Scoreboard Operator (1)
- Scorebook (1)
- Game Manager (1)
- Announcer (1)
- Umpires (2) at Mid Penn Rates

Softball (Varsity/JV) Personnel

- Event Staff (3)
- Scoreboard Operator (1)
- Scorebook (1)
- Game Manager (1)
- Announcer (1)
- Varsity Umpires (2) at Mid Penn Rates

JH Softball (A and B) Personnel

- Event Staff (3)
- Scorer (1)
- Scoreboard (1
- Game Manager (1)
- Umpires (2)

Track and Field Personnel

- Event Staff (3)
- Pole Vault (2)
- Long/Triple (4)
- High Jump (2)
- Javelin/Boys Shot (2)
- Discus/Girls Shot (2)
- Scorer (2)
- Timers (9)
- Additional Help (3)
- Public Address (1)
- Track Event Manager (1)
- Field Event Manager (1)
- Starter (1) at Mid Penn Rates

Lacrosse (Varsity/JV) Personnel

- Event Staff (3)
- Game Manager (1)
- Tickets (2)
- Announcer (1)
- Timer (1)
- Scorer (1)
- Officials (2) at Mid Penn Rates
  - Officials (2) at Mid Penn Rates for Girls
  - Officials (3) at Mid Penn Rates for Boys

Game Manager

A. Auxiliary Staff may be used at events, as determined by the Athletic Director, at $18/hour. The number of Auxiliary Staff per event will also be determined by the Principal or his/her designee.

B. Where needed, the Athletic Director may hire an announcer who would receive $18/hour for any sport.

Section 19 - THE PRINCIPAL'S ROLE IN INTERSCHOLASTIC SPORTS

a. Primary and Ultimate Accountability

i. Although Principals are not necessarily expected to be on the practice field, choose officials for a game, or order equipment, they are responsible and accountable for all scheduled activities that are a part of the school's total program.

ii. Good Principals are expected to delegate responsibility and authority, but accountability for what does or does not happen cannot be shifted.

b. The Principal and the Athletic Director

i. Athletic Directors have the responsibility for coordinating sports programs. It is not sufficient for Athletic Directors merely to schedule events. The Director must also monitor relationships with teams, ensure safety precautions, and monitor overall decorum (which includes conduct during a contest).

ii. Athletic Directors should be held accountable for administering the athletic program in a manner that is in keeping with the school and the school district's philosophies, goals, and objectives. Principals, however, have an obligation to supervise them to make sure their responsibilities are properly carried out.

c. The Principal and the Coach

i. Coaches usually have their athletes' enthusiasm, willingness to learn, desire to win, and self-confidence in their hands. What coaches do with all this matters. Coaches can fall short of winning a championship, yet still produce a number of proud athletes who feel good about themselves and their participation. They can also win a championship and emotionally destroy some of the athletes. They should strive to achieve the best athletic performance from a team or an individual, and perhaps produce championships, in a manner that increases students' maturity and makes their participation worth remembering.

ii. The relationship of Principals with their coaching staff should be identical to the relationships they have with other members of the teaching staff. A coach should be considered a teacher first and a potential champion second.

d. Spectator Conduct at Athletic Contests

1. Obscene cheers, littering of courts or fields, the throwing of objects, and verbal indignities directed toward athletes, coaches, or officials have no place in ~~high school~~ interscholastic athletics. Unfortunately, such negative acts occur in some schools. Spectator participation at a school-sponsored event represents another type of learning experience that must be taught by school personnel. Students, visitors, and even parents must be made fully aware of what will and will not be tolerated at athletic events regarding comments directed toward athletes, coaches, or officials.
2. MCSD Facilities Regulations
   a. Any student attending the game will abide by the MCSD standards of expectations.
   b. Any person exhibiting unsafe or inappropriate behavior may be prohibited from attending future MCSD events.

c. Students in grades K through 5th MUST be accompanied by a supervising adult.
d. No backpacks are permitted.
e. MCSD students (6th – 12th) are encouraged and permitted to sit in the designated DAWG and PACK Student Sections.
f. No balls, bicycles, scooters, or skateboards are permitted.

Mifflin County School District 201 Eighth Street, Highland Park Lewistown, PA 17044	Certified Occupational Therapy Assistant (COTA) Job Description

Title: Certified Occupational Therapy Assistant

Supervised by: Director of Student Services/Supervisor of Special Education

Job Summary: The Certified Occupational Therapy Assistant (COTA) supports the delivery of occupational therapy services to students under the supervision of a licensed Occupational Therapist (OT). The COTA assists in implementing therapy plans that promote students' participation and independence in school-related activities, including academic tasks, self-care, and functional skills necessary for success in the education environment.

Duties and Responsibilities:

1. Implements occupational therapy interventions as outlined in Individualized Education Programs (IEPs) and Section 504 Plans and directed by the supervising OT
2. Provides direct and/or consultative services to support fine motor, sensory, and functional skill development
3. Assists students with activities of daily living (ADLs) as appropriate in the school setting (i.e., feeding, dressing, organization)
4. Supports student participation in classroom routines and school activities
5. Collaborates with the supervising OT to carry out treatment plans and adjust interventions as needed
6. Works with teachers, paraprofessionals, and other staff to support student goals
7. Provides guidance to staff on implementing strategies and accommodations within the classroom
8. Maintains accurate and timely documentation of services provided
9. Collects data on student progress toward IEP goals
10. Assists with the implementation and monitoring of adaptive equipment and assistive technology
11. Supports safe positioning, seating, and access to the school environment

12. Completes other activities as assigned by supervisor

Qualifications:

Associate degree from an accredited Occupational Therapy Assistant Program and current state Licensure as a Certified Occupational Therapy Assistant.

Physical Demands:

- Ability to reach above and below the waist
- Use fingers to pick, feel and grasp objects
- Use both hands for repetitive motion
- Some bending and twisting of the body required
- Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs.
- Ability to walk/move throughout the work environment

Work Environment:

- Subject to inside/outside environmental conditions

Sensory Abilities:

- Visual acuity and auditory acuity

Temperament:

- Must possess excellent interpersonal skills
- Must be cooperative, congenial, and service oriented
- Must be able to work in an environment with frequent interruptions

Cognitive Ability:

- Ability to follow written and verbal directions
- To read and write
- Communicate effectively
- Organize tasks
- Handle multiple tasks
- Exercise good judgment

Specific Skills:

- Must possess conflict mediation skills

TERMS OF EMPLOYMENT: Benefits in accordance with the Association of Mifflin County Educators Collective Bargaining Agreement.

EVALUATION: Annually by Supervisor

Mifflin County School District 201 Eighth Street, Highland Park Lewistown, PA 17044	Occupational Therapist Job Description

Title: Occupational Therapist

Supervised by: Director of Student Services/Supervisor of Special Education

Job Summary: The Occupational Therapist (OT) supports students' ability to participate fully in educational activities by addressing fine motor, sensory, self-care, and functional performance needs. The OT collaborates with educators, families, and related service providers to promote student independence and access to the curriculum within the school environment.

Duties and Responsibilities:

1. Provides consultation to teachers, paraprofessionals, and families regarding strategies to support student participation and independence.
2. Conducts screenings to identify students who may benefit from occupational therapy supports
3. Conducts comprehensive occupational therapy evaluations using standardized and non-standardized assessment tools
4. Assesses fine motor skills, sensory processing, visual-motor integration, self-care, and functional school performance.
5. Interprets evaluation results and determines eligibility in accordance with state and federal guidelines.
6. Prepares written evaluation and re-evaluation reports
7. Collaborates with the IEP to develop measurable goals aligned with students' functional needs
8. Recommends appropriate accommodations, modifications, and assistive technology
9. Provides direct and/or consultative occupational therapy services as outlined in the IEP
10. Implements evidence-based interventions to improve student performance in school-related tasks
11. Supports the development of fine motor skills, handwriting, sensory regulation, self-care, and classroom participation

12. Adapts material and environments to enhance accessibility

13. Works collaboratively with teachers, administrators, school psychologists, speech-language pathologists, and other related service providers

14. Participates in team meetings, including IEP meetings, kindergarten transition meetings, and problem-solving teams

15. Maintains accurate and timely documentation of services, progress notes, and reports

16. Supervises/oversees the work of the COTAs

17. Completes progress monitoring and contributes to progress reports

18. Ensure compliance with IDEA, state regulations, and district policies

19. Adheres to professional and ethical standards of practice

20. Participates in professional development activities

21. All other duties as assigned by the supervisor

Qualifications:

Master's degree in Occupational Therapy from an accredited program and current state licensure as an Occupational Therapist.

Physical Demands:

- Ability to reach above and below the waist
- Use fingers to pick, feel and grasp objects
- Use both hands for repetitive motion
- Some bending and twisting of the body required
- Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs.
- Ability to walk/move throughout the work environment

Work Environment:

- Subject to inside/outside environmental conditions

Sensory Abilities:

- Visual acuity and auditory acuity

Temperament:

- Must possess excellent interpersonal skills
- Must be cooperative, congenial, and service oriented

- Must be able to work in an environment with frequent interruptions

Cognitive Ability:

- Ability to follow written and verbal directions
- To read and write
- Communicate effectively
- Organize tasks
- Handle multiple tasks
- Exercise good judgment

Specific Skills:

- Must possess conflict mediation skills

TERMS OF EMPLOYMENT: Benefits in accordance with the Association of Mifflin County Educators Collective Bargaining Agreement

EVALUATION: Annually by Supervisor

Mifflin County School District 201 Eighth Street, Highland Park Lewistown, PA 17044	Physical Therapist Job Description

Title: Physical Therapist

Supervised by: Director of Student Services/Supervisor of Special Education

Job Summary: The Physical Therapist (PT) supports students with disabilities in accessing and participating in their educational environment. The PT evaluates, plans, and implements therapy services that improve functional mobility, gross motor skills, and physical independence within the school setting.

Duties and Responsibilities:

1. Conducts physical therapy evaluations and re-evaluations to determine eligibility for services
2. Assesses motor skills, posture, strength, balance, coordination, and functional mobility
3. Interprets medical and developmental information to support educational decision-making
4. Prepares comprehensive evaluation reports and presents findings at team meetings
5. Develops measurable goals and objectives relative to physical access and mobility
6. Provides direct and/or consultative physical therapy services as outlined in IEPs or 504 Plans
7. Implements evidence-based interventions to improve mobility, positioning, and participation
8. Supports students in navigating school environments (i.e., classrooms, hallways, playgrounds)
9. Recommends and monitors the use of adaptive equipment and assistive technology
10. Trains staff on safe transfers, positioning, and mobility techniques
11. Works collaboratively with teachers, occupational therapists, speech-language pathologists, and other service providers
12. Communicates regularly with families regarding student progress and needs
13. Coordinates with outside medical providers when appropriate
14. Completes Medicaid billing

15. Ensures compliance with federal, state, and district regulations

16. Completes other activities as assigned by the supervisor

Qualifications:

Master's or Doctoral degree in Physical Therapy from an accredited program and current state licensure as a physical therapist.

Physical Demands:

- Ability to reach above and below the waist
- Use fingers to pick, feel and grasp objects
- Use both hands for repetitive motion
- Some bending and twisting of the body required
- Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs.
- Ability to walk/move throughout the work environment

Work Environment:

- Subject to inside/outside environmental conditions

Sensory Abilities:

- Visual acuity and auditory acuity

Temperament:

- Must possess excellent interpersonal skills
- Must be cooperative, congenial, and service oriented
- Must be able to work in an environment with frequent interruptions

Cognitive Ability:

- Ability to follow written and verbal directions
- To read and write
- Communicate effectively
- Organize tasks
- Handle multiple tasks
- Exercise good judgment

Specific Skills:

- Must possess conflict mediation skills

TERMS OF EMPLOYMENT: Benefits in accordance with the Association of Mifflin County Educators Collective Bargaining Agreement.

EVALUATION: Annually by Supervisor

Mifflin County School District 201 Eighth Street, Highland Park Lewistown, PA 17044	Speech-Language Pathologist Job Description

Title: Speech-Language Pathologist

Supervised by: Building Principal and Supervisor of Special Education

Reports to: Building Principal

Job Summary: The speech-language pathologist assesses students' speech development level; provides information for program development and student placement; improves student performance, and provides information on child development and/or issues on specific students to teachers, administration, and parents.

Duties and Responsibilities:

1. Assesses students' communication skills (i.e., articulation, language, fluency, voice, etc.) for the purpose of determining their communication needs deficits and develops recommendations.

2. Consults with teachers, families, and administration for the purpose of providing requested information, developing plans for services, and/or making recommendations.

3. Develops evaluation reports and individualized education plans for students eligible for speech/language services in accordance with IDEA and PA School Code, Chapter 14.

4. Provides therapy to students for the purpose of implementing goals for remediation of speech and language deficits.

5. Prepares documentation (i.e., evaluations, observations, progress, contacts with parents, teachers and outside professionals, etc.) for the purpose of providing written support, developing recommendations, and/or conveying information.

6. Researches resources and methods (i.e., intervention and treatment techniques, assessment tools and methods, community resources, etc.) for the purpose of determining appropriate approach for students' speech and language services.

7. Screens students for the purpose of determining the need for further individualized assessment.

8. Consults with teachers, administration, and families regarding Augmentative and Alternative Communication (AAC) systems and provides training in their use.

9. Assists with hearing screening programs to identify and refer students with suspected hearing impairment and/or middle ear disorders.

10. Communicates with students who have disorders of communication, their families, caregivers, and other service providers relative to the student's disability and its management.

11. Assists in the development of classroom activities to meet the communication needs of students.

12. Communicates with appropriate agencies, schools, and other organizations, as needed, in order to meet the needs of students with communication disabilities.

13. Participates in kindergarten transition meetings to assist and provide recommendations for preschool students entering kindergarten who are diagnosed with a speech/language impairment.

14. Attends student support team meetings at the request of administration in the assigned school building.

15. Adheres to all local, state, and federal laws and policies.

16. Performs all other professional duties as assigned by administrative personnel.

Qualifications:

- Master's degree in Speech-Language Pathology or Communication Disorders
- PA Educational Specialist Certification for Speech and Language Pathologist (PK-12)
- Licensure or willing to obtain licensure from the PA Board of Examiners in Speech-Language and Hearing

Physical Demands:

- Ability to reach above and below the waist
- Use fingers to pick, feel and grasp objects
- Use both hands for repetitive motion
- Some bending and twisting of the body required
- Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs.
- Ability to walk/move throughout the work environment

Work Environment:

- Subject to inside/outside environmental conditions

Sensory Abilities:

- Visual acuity and auditory acuity

Temperament:

- Must possess excellent interpersonal skills
- Must be cooperative, congenial, and service oriented
- Must be able to work in an environment with frequent interruptions

Cognitive Ability:

- Ability to follow written and verbal directions
- To read and write
- Communicate effectively
- Organize tasks
- Handle multiple tasks
- Exercise good judgment

Specific Skills:

- Must possess conflict mediation skills

TERMS OF EMPLOYMENT: Benefits in accordance with the Association of Mifflin County Educators Collective Bargaining Agreement.

EVALUATION: Annually by Supervisor

Memorandum of Understanding Between

Lewistown Police Department
(Law Enforcement Authority)

and

Lewistown Intermediate School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Lewistown Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Lewistown Intermediate School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Lewistown Police Department
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Lewistown Intermediate School
Building Principal/Date	School Building

Memorandum of Understanding Between

Lewistown Police Department
(Law Enforcement Authority)

and

Mifflin County Middle School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Lewistown Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Mifflin County Middle School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

	Mifflin County School District
Chief School Administrator/Date	School Entity
	Lewistown Police Department
Chief Law Enforcement Authority/Date	Law Enforcement Authority
	Mifflin County Middle School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

East Derry Elementary School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

East Derry Elementary School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	East Derry Elementary School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

Indian Valley Elementary School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Indian Valley Elementary School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Indian Valley Elementary School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

Indian Valley Intermediate School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Indian Valley Intermediate School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

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administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

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D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Indian Valley Intermediate School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

Lewistown Elementary School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Lewistown Elementary School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Lewistown Elementary School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

Mifflin County High School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Mifflin County High School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Mifflin County High School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

Mifflin Couty Junior High School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Mifflin County Junior High School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Mifflin County Junior High School
Building Principal/Date	School Building

Memorandum of Understanding Between

Mifflin County Regional Police Department
(Law Enforcement Authority)

and

Strodes Mills Elementary School
(School Entity)

July 1, 2026 through June 30, 2028
(Dates)

I. Introduction

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):

Mifflin County Regional Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

Strodes Mills Elementary School of the Mifflin County School District

B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school-sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the – Safe Schools Act, as amended, 24 P.S. §§ 13-1301-A – 13-1313-A.

2. In so recognizing this legal authority, the parties acknowledge their respective duties

pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

3. Information from Student Records

   a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:

      i. Criminal History Record Information Act, 18 Pa C.S. § 1901 *et seq.*

      ii. The prohibition against disclosures, specified in section IV (C)(5) of this Memorandum.

   b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:

      i. Comply with the Family Educational Rights and Privacy Act (hereinafter -FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99,1 *et seq*., and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.

      ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.

      iii. Complete reports as required by section 13-303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.

   c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may consider the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office[1] – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including

a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.

3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.

4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.

2. Create a safe learning environment.

3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.

4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.

5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

6. The School Entity shall give the Law Enforcement Authority a copy the district's all-hazards plan annually.

[1] Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

A. Mandatory Notification

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

    a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

        i. Section 908 (relating to prohibited offensive weapons).

            a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).

            b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.

        ii. Section 912 (relating to possession of weapon on school property).

            a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

            b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.

        iii. Chapter 25 (relating to criminal homicide).

iv. Section 2702 (relating to aggravated assault).

v. Section 2709.1 (relating to stalking).

vi. Section 2901 (relating to kidnapping).

vii. Section 2902 (relating to unlawful restraint).

viii. Section 3121 (relating to rape).

ix. Section 3122.1 (relating to statutory sexual assault).

x. Section 3123 (relating to involuntary deviate sexual intercourse).

xi. Section 3124.1 (relating to sexual assault).

xii. Section 3124.2 (relating to institutional sexual assault).

xiii. Section 3125 (relating to aggravated indecent assault).

xiv. Section 3126 (relating to indecent assault).

xv. Section 3301 (relating to arson and related offenses)

xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.

xvii. Section 3502 (relating to burglary).

xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).

xix. Section 5501 (relating to riot).

xx. Section 6110.1 (relating to possession of firearm by minor).

b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms-controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).

c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.

d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to

address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:

   a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):

      i. Section 2701 (relating to simple assault)

      ii. Section 2705 (relating to recklessly endangering another person).

      iii. Section 2706 (relating to terroristic threats).

      iv. Section 2709 (relating to harassment).

      v. Section 3127 (relating to indecent exposure)

      vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.

      vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).

      viii. Chapter 39 (relating to theft and related offenses).

      ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).

      x. Section 5503 (relating to disorderly conduct).

      xi. Section 6305 (relating to sale of tobacco).

      xii. Section 6306.1 (relating to use of tobacco in schools prohibited).

      xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

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

2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.

2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

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

1. If a child with a disability commits and incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).

2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.

4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.

6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

   For incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities) the building level administrator should immediately contact the Office of the Director of Student Support Services. If no one is reached at the Office of the Director of Student Support Services, secondary contact should be made to the Office of the Superintendent.

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

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS or the Fire Department have been notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
13. Other such information as is known to the school entity and believed to be relevant to the incident.

F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook or safety identity directory for school/district.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

III. Coordination Between School Entity's Threat Assessment Team and Law Enforcement Authority (Act 47 of 2025 – Section 1319-B(d)(4) Compliance) - Pursuant to Section 1319-B(d)(4) of the Pennsylvania Public School Code, as amended by Act 47 of 2025, and in accordance with Section 1302-E, the School Entity and the Law Enforcement Authority agree to maintain procedures for timely coordination between the School Entity's Threat Assessment Team and the Law Enforcement Authority when necessary, as set forth below.

A. **Notification of Law Enforcement** - The School Entity's Threat Assessment Team shall promptly notify the Law Enforcement Authority when a situation presents an imminent threat to life or safety, potential criminal conduct, or other circumstances requiring law enforcement intervention. This includes, but is not limited to, offenses listed under Section 1319-B(b)(7) of the PA Public School Code occurring on school property, for which immediate notification to law enforcement is required.

B. **Coordination and Consultation** - When appropriate, the School Entity may consult with the Law Enforcement Authority as part of the threat assessment process in order to evaluate behaviors or information that may indicate a potential threat to students, staff, school facilities, or the community.

C. **Information Sharing** - The parties may share information necessary to assess and respond to potential threats, consistent with applicable federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and applicable law enforcement confidentiality requirements.

D. **Emergency Situations** - Nothing in this section shall delay or limit the immediate reporting of emergencies or criminal acts to law enforcement as otherwise required by law or this Memorandum of Understanding.

E. **Role of Law Enforcement -** The Law Enforcement Authority may provide assistance, consultation, or response support to the Threat Assessment Team when requested or when otherwise appropriate under the circumstances

IV. Law Enforcement Authority Response

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

1. For incidents in progress:

a. Meet with contact person and locate scene of incident.

b. Stabilize incident.

c. Provide/arrange for emergency medical treatment, if necessary.

d. Control the scene of the incident.

i. Secure any physical evidence at the scene.

ii. Identify involved persons and witnesses.

e. Conduct investigation.

f. Exchange information.

g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

2. Incidents not in progress:
   a. Meet with contact person.
   b. Recover any physical evidence.
   c. Conduct investigation.
   d. Exchange information.
   e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.

3. Incidents initially reported to the Law Enforcement Authority
   If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
   a. The student has been placed under arrest.
   b. The student is being placed under investigative detention
   c. The student is being taken into custody for the protection of the student.
   d. The student's parent or guardian consents to the release of the student to law enforcement custody.

2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

V. Assistance of School Entities

A. *In Loco Parentis*

1. Teachers, Guidance Counselors, Assistant Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.

2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school

sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.

2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

C. Scope of School Entity's Involvement

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

2. Victims

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.

   b. In the event a victim is interviewed by Law Enforcement Authority on school property, guidance counselor or similar designated personnel may be present during the interview.

3. Witness

   a. The School Entity and/or Law Enforcement Authority shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

   b. In the event a witness is interviewed by the Law Enforcement Authority on school property, guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

   a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.

b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.

c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest
   a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.

   b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.

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

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.

c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.

d. Where a police department fails to act as required under clause a or b, the chief school

administrator shall submit the annual report and indicate that the police department failed to act as required under clause a or b.

e. Where there are discrepancies between the School Entity's incident data and the police indicate data, the following shall occur: a meeting should be scheduled between the chief school administrator and/or the school safety and security coordinator and the police department to discuss and solve such discrepancies.

VI. Hold Harmless

A. The individuals signing this Agreement and the PARTIES on whose behalf such individual are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the PARTIES for whom they have signed in all respects. Each PARTY agrees to defend, indemnify and hold harmless the other from all loss, damage or cost arising from any litigation or claim with might arise from this Agreement, including attorneys' fees, costs and expenses of prosecuting or defending the action or proceeding to recover damages as a result of such action.

B. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES, their heirs, successors, assigns, affiliated companies, subsidiaries, parents, stockholders, principals, agents and predecessors in interest thereto.

VII. Additional Insured

A. The police department agrees to add Mifflin County School District as an additional insured on its policies covering acts by the School Resource Officer(s).

VIII. General Provisions

A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.

C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

_____	Mifflin County School District
Chief School Administrator/Date	School Entity
_____	Mifflin County Regional Police Depart.
Chief Law Enforcement Authority/Date	Law Enforcement Authority
_____	Strodes Mills Elementary School
Building Principal/Date	School Building

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of ____ 2026, by and between:

The Borough of Lewistown, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a municipal business office address of 2 East 3rd Street, Lewistown, Pennsylvania 17044, hereinafter called the "Borough",

AND

The Mifflin County School District, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, with a business office address of 201 Eighth Street, Highland Park, Lewistown, Pennsylvania 17044, hereinafter called the "District".

The parties hereto, intending to be legally bound hereby, agree as follows:

1. This annual agreement begins on the first day of the 2026-2027 school year and ends on the final school day of the 2026-2027 school year and covers the 2026-2027 school year. This annual agreement may be renewed each school year as agreed upon by the parties.

2. The Borough of will provide one (1) Lewistown Police Department ("LPD") police officer to the Mifflin County School District's SRO Program for the term of this agreement and any extensions thereto. The officer will be assigned to the District's facilities located in the Borough of Lewistown.

3. An SRO will always be assigned to cover District facilities in the Borough during each day that school is in session.

4. The District will pay LPD at the SRO's hourly rate of pay based on salary and primary benefits of one (1) police officer for the term of this agreement and any extensions thereto. The police officer wages and primary benefits are calculated based upon the pay and benefit rates of the officer for the annual budget then in effect as approved by the Borough Council of the Borough of Lewistown. The payments will be based on hours worked by the SRO and, therefore, will vary. The parties estimate that the SRO will work approximately eight (8) hours per day for the number of days classes are in session.

5. Payments shall be made to the Borough of Lewistown by the District in installments on a monthly basis upon receipt of invoices setting forth SRO hours worked and shall be due on the tenth (10th) day following receipt of the invoice by the District.

6. The District will provide, at no cost to the Borough, office space in a school located in the Borough of Lewistown. The office space must provide the privacy necessary to conduct confidential interviews and other police-related business. The District will also provide a telephone in the office space that is of the type utilizing a "hard line" connection, and a high speed internet connection.

7. LPD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of personnel as directed in police General Orders. The District reserves the right to adjust the monthly invoice for days missed under this provision.

8. LPD and the District both reserve the right to cancel this agreement and shall provide 30 days' written notice of such intent to the other party. In the event the agreement is terminated, the District will compensate the Borough for all SRO services incurred through the termination date.

9. SROs may work off-duty jobs as event staff at school-approved functions, subject to LPD guidelines and the wished of the officer. Officers performing off-duty jobs for the District shall be paid by the District as independent contractors.

10. SROs are employees of the Borough of Lewistown and the LPD and shall be at the control and supervision of their LPD supervisors. Complaints or problems with SROs regarding any off-duty contract work with the District shall be directed to the appropriate District officials.

11. The District may request that LPD reassign or remove an SRO based on information reported by the District to the Chief of the LPD for good cause. LPD will consider the request and collaborate with the Chief for resolution. The Borough and the District acknowledge the importance of having the same officer present at the school facilities on a day-to-day basis in order to promote continuity and familiarity with the campus and students. The Borough and the District agree that any substitutions of personnel will be discussed by the Chief of Police and Superintendent or District designees.

12. Nothing herein extends or confers legal entitlements to the officers of the LPD or otherwise affects their relationship as employees of the Borough – the agreements between the District and the Borough being between the two entities and not a contract with employees of the Borough.

13. Each party shall hold the other party harmless, to the extent allowed by law, from any and all claims or damages that arise from or are related to the acts or omissions of its respective officers, employees, and agents as they arise from or are related to the Agreement.

14. LPD will provide a monthly activity report of hours worked and activities for all of the District's facilities in the Borough. This report will include all attendance data for the reporting period of the contracted SROs and Sergeants.

15. The Chief of Police, or designee, shall provide prior notification to the District Superintendent, or designee, before authorizing an SRO's absence from his or her District assignment for more than two (2) consecutive workdays.

16. The Duties and Responsibilities are detailed in Attachment A, hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto have executed these presents, by those duly authorized so to do, the day and year first above written, and Intend to be legally bound thereby.

Attest: BOROUGH OF LEWISTOWN

_____ By: _____
Borough Manager President, Lewistown Borough Council

(SEAL)

Attest: MIFFLIN COUNTY SCHOOL DISTRICT

_____ By: _____
Secretary President, School Board of Directors

(SEAL)

ATTACHMENT A
SCHOOL RESOURCE OFFICER DUTIES AND RESPONSIBILITES

The SRO's duties and responsibilities will include, but not be limited to, the following:

A. To be an extension of the principal's office for assignments consistent with this Agreement.

B. To be visible, active law enforcement figures on campus dealing with law enforcement matters and school code violations originating on the assigned campus.

C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public-school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

D. To provide a classroom resource for law education using approved materials.

E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

F. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.

I. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code

violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.

J. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.

K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

L. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.

M. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.

N. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

O. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

P. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile;
Alcohol and the law – Adult and juvenile;
Sexual assault prevention;
Safety programs – Adult and juvenile;
Assistance in other crime prevention programs as assigned.

Q. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

R. The SROs will wear their department authorized duty weapons in accordance with department policy.

Chain of Command:

A. As employees of the Lewistown Police Department, SROs will be subject to the chain of command of the Police Department.

B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

Transporting Students:

A. SROs shall not transport students in Lewistown Police Department vehicles except:

(1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

(2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

C. SROs shall notify school personnel upon removing a student from campus.

Access to Education Records:

A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If some information in a student's record is needed in am emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the

information to meet the emergency situation and the extent to which time is of the essence.

C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

By: _____
School District Official

By: _____
Borough of Lewistown Official