

General Exhibits

January 10, 2023

EXHIBIT - G - 1

Book	Policy Manual
Section	800 Operations
Title	Food Services
Code	808 Vol III 2022
Status	Second Reading

Legal

1. 2 CFR Part 200
2. 24 P.S. 1335
3. 24 P.S. 1337
4. 24 P.S. 504
5. 24 P.S. 807.1
6. 42 U.S.C. 1751 et seq
7. 42 U.S.C. 1773
8. 7 CFR Part 210
9. 7 CFR Part 215
10. 7 CFR Part 220
11. 7 CFR 210.23
12. FNS Instruction 113-1 (USDA)
13. 42 U.S.C. 1760
14. 7 CFR 210.14
15. 3 Pa. C.S.A. 5713
16. 42 U.S.C. 1758(h)
17. 7 CFR 210.13
18. 7 CFR 210.30
19. Pol. 246
20. 42 U.S.C. 1758
21. 7 CFR Part 245
22. 42 U.S.C. 1759a
23. 7 CFR 15b.40
24. Pol. 103.1
25. Pol. 113
26. Pol. 209.1
27. Pol. 610
28. Pol. 626
29. Pol. 827
30. 7 CFR 210.15
31. 7 CFR 220.7
32. 7 CFR 210.9
- P.L. 111-296
- 7 CFR Part 15
- Pol. 103

EXHIBIT - G-1**Purpose**

The Board recognizes that students require adequate, nourishing food and beverages in order to

grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day.

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Authority.

The food service program shall be operated in compliance with all applicable state and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA).[1][2][3][4][5][6][7][8][9][10]

The district shall ensure that, in the operation of the food service program, no student, staff member or other individual shall be discriminated against on the basis of race, color, national origin, age, sex or disability.[11][12]

Food sold by the school may be purchased by students and district employees but only for consumption on school premises. The price charged to students shall be established annually by the district in compliance with state and federal laws.[4][13]

Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A **nonprogram food** shall be defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the child nutrition account. **Nonprogram foods** include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account.[13][14]

Delegation of Responsibility.

Operation and supervision of the food service program shall be the responsibility of the

Superintendent.

Business Manager.

Food Services Director.

Cafeteria Supervisor.

The individual responsible for the operation and supervision of the food service program shall present to the Board each month for its approval a statement of receipts and expenditures for cafeteria funds.[4]

Cafeterias shall be operated on a nonprofit basis. A periodic review of the cafeteria accounts shall be made by the [3][4]

Superintendent.

Business Manager.

auditor.

The individual responsible for the operation and supervision of the food service program shall ensure that school meals meet the standards required by the School Breakfast Program, the National School Lunch Program and the Special Milk Program.[2][3][4][6][7][8][9][10]

The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs.[15][16][17][18]

The Superintendent or designee shall develop and disseminate administrative regulations to implement this policy. **EXHIBIT - G - I**

The Superintendent or designee shall annually notify students, parents/guardians and employees concerning the contents of this policy and applicable administrative regulations. Notification shall include information related to nondiscrimination.[12]

Guidelines

To reinforce the district's commitment to nutrition and student wellness, foods served in school cafeterias shall:[19]

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

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

All funds derived from the operation, maintenance or sponsorship of the food service program shall be deposited in the separate cafeteria fund, in the same manner as other district funds. Such funds shall be expended in the manner approved and directed by the Board, but no amount shall be transferred from the cafeteria fund to any other account or fund; however, district advances to the food service program may be returned to the district's general fund from any surplus resulting from its operation.[4]

Surplus accounts shall be used only for the improvement and maintenance of the cafeteria.[4]

Free/Reduced-Price School Meals and Free Milk

The district shall provide free and reduced-price school meals and/or free milk to students in accordance with the terms and conditions of the National School Lunch Program, the School Breakfast Program and the Special Milk Program.[20][21]

The district shall conduct direct certification three (3) times per year using the Pennsylvania Student Eligibility System (PA-SES) to identify students who are eligible for free school meal benefits without the need for submission of a household application. Direct certification shall be conducted:[20][21]

1. At or around the beginning of the school year.
2. Three (3) months after the initial effort.
3. Six (6) months after the initial effort.

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

{X} Community Eligibility Provision (CEP) -

{ } The district participates in the Community Eligibility Provision (CEP), which provides an alternative to submission of household applications to identify students who are eligible

for free and reduced-price meals. Under the CEP, the district shall serve to all students free lunches and breakfasts for a defined period, in accordance with applicable provisions of law.[22]

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Accommodating Students With Special Dietary Needs

The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.[23][24][25][26]

School Meal Service and Accounts

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

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

When a student owes money for five (5) or more school food program meals, the district shall make at least two (2) attempts to contact the student's parent/guardian and shall provide the application for free/reduced-price school meal benefits to the parent/guardian to apply for benefits under federal school meal programs. The district **shall** offer assistance to parents/guardians with applying for free/reduced-price school meal benefits.[3][20][21]

Communications regarding a low balance or money owed by a student for school meals shall be made to the student's parent/guardian.[3]

School staff may communicate a low balance or money owed by a student for school meals to a student in grades 9-12; such communication shall be made to the individual student in a discreet manner.[3]

{X} The district shall be permitted to contact the student's parent/guardian by means of a letter addressed to the parent/guardian that is delivered by the student.[3]

District schools shall be prohibited from:[3]

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

their ability or inability to pay for a school food program meal.

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3. Requiring a student **or school staff** to discard a school food program meal after it was served to the student due to the student's inability to pay for the meal or due to a negative school meal account balance.

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

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

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

Collection of Unpaid Meal Charges

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

Procurement

Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.[27][28][29]

Professional Standards for Food Service Personnel

The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, **professional standards** include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district-operated food service programs and contracted food service programs.[6][7][18][30]

School Food Safety Inspections

The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.[16][17][31]

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

School Food Safety Program

The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodborne illness among students.[8][10][16]

The district shall maintain proper sanitation and health standards in food storage, preparation and

service, in accordance with applicable state and local laws and regulations and federal food safety requirements. [17][31][32]

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NOTES:


Language related to provisions for alternative meals being served to students if the student is not eligible for free/reduced-price school meals and the student's account reaches a negative balance of more than **seventy-five** dollars (\$75) in a school year **has not been included in the policy guide** based on recent food service audits conducted by PDE stating that the language is in violation of the USDA regulations. Although alternative meal provisions were added to the PA School Code 24 P.S. Sec. 13-1337 under Act 16 of 2019, **and modified under Act 55 of 2022**, PDE's Child Nutrition Programs issued a memo regarding Revised Meals for Students with Insufficient Funds and Local Meal Charge Policies stating that the provision of law regarding alternative meals does not apply to any student in any school that participates in the National School Lunch or School Breakfast Programs whether or not the student qualifies for free and reduced-price school meals. School entities should work with their solicitor if they wish to use the alternative meal provisions from 24 P.S. Sec. 13-1337 under Act 16 of 2019 **and Act 55 of 2022**.

If your school entity participates in the Community Eligibility Provision (CEP) and provides free school lunches and breakfasts to all students under this provision, please work with your solicitor and food service administrator to determine additional revisions to this policy.

When a district contracts for food services, use master as-is except delete the paragraphs under Guidelines starting with "Surplus accounts..." and "All funds derived..."

Summer Food Service - 42 U.S.C. Sec. 1751 et seq
7 CFR Part 225

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MEMORANDUM OF UNDERSTANDING**BETWEEN****THE HANOVER TOWNSHIP POLICE DEPARTMENT****AND****THE HANOVER AREA SCHOOL DISTRICT**

The School Board of the Hanover Area School District (Board) and the Hanover Township Police Department (Police) have a positive relationship based upon mutual respect for each other's function. The Board and Police are committed to the development and perpetuation of programs designed to prevent and control juvenile delinquency and criminal activity. The presence of sworn law enforcement officers within the schools acts as part of a comprehensive school safety program, which creates a safe school environment for students and staff. The function of the school resource officer (SRO) is to promote an effective law enforcement program and school-community relations program directed at preventing juvenile delinquency and criminal activity in the Hanover Area School District. The Board and the Police intend to provide law enforcement and related services to the public schools of Hanover Township.

A. PROVISION OF SCHOOL RESOURCE OFFICERS

The Police shall assign a regularly employed police officer to the High School in Hanover Township. The SRO shall be available to the elementary schools in the area of the assigned high school, if requested by the Principal for law enforcement presentations or any extraordinary incidents with authorization of the Chief of Police or his designee.

B. SELECTION OF SCHOOL RESOURCE OFFICERS

The SRO will be selected by the Chief of Police, after consultation with the Hanover Area School District Superintendent, the High School Principal and approved by the Board of Commissioners. The SRO will be selected on the basis of the following evaluation criteria:

1. The SRO must have the ability to deal effectively with students.
2. The SRO must have the ability to present a positive image and symbol of the entire police agency.

3. A goal of the SRO program is to foster a positive image of police officers among young people.
4. The personality, grooming, and communication skills of the SRO should be of such a nature that a positive image of the police agency is reflected.
5. The SRO should sincerely want to work with the staff and students of the particular school to which he or she is assigned.
6. The SRO must have the ability to provide good-quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services.
7. The SRO must have the desire and ability to work cooperatively with the Hanover Area School District, the Principal and the faculty and staff of the assigned school.

C. **RESPONSIBILITIES OF SRO/HASD/HTPD**

1. The SRO's ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Hanover Township Police Department's chain of command and standard operating procedures and pursuant to such is under the direct supervision of the Chief of Police. In the performance of their duties, the SRO shall coordinate and communicate with the Principal, or the Principal's designee of the school to which they are assigned.
2. The SRO shall not harass or discriminate against any student or staff member on the basis of race, color, religion, gender, age, national or ethnic origin, political beliefs, marital status, disabled condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student and staff member is protected from harassment or discrimination.
3. The SRO shall not exploit a relationship with a student or staff member for personal gain or advantage.
4. The SRO shall keep in confidence personally identifiable information obtained in the course of performance of professional services unless disclosure serves professional purposes or is required by law.

5. The SRO shall report without delay any serious or extraordinary event occurring on school property to the Principal. The SRO shall maintain a daily activity log which shall be forwarded to the Chief of Police and the High School Principal on a weekly basis. Each written entry shall show the date and type of activity, the time started and ended and the number of students and/or faculty involved.
6. The SRO shall be available in the classroom environment as a teacher throughout the school year. All lesson plans used by the SRO shall be approved by the Principal. When the officer is engaged in teaching functions, the regular classroom teacher shall be present. The SRO shall perform classroom presentations on approved programs to include law enforcement functions.
7. The SRO shall be a certified law enforcement member of the Hanover Township Police Department and not an employee of the Hanover Area School District.
8. To remove an SRO from his position, at his assigned school, the following procedure must be followed: The Principal will recommend to the Superintendent that the SRO be removed from the program at his school, stating the reasons for the recommendation in writing. The Superintendent will then file a written formal complaint to the Chief of Police, or his designee. The Chief of Police, or his designee, will conduct an investigation and the appropriate action will be taken according to Police Policy. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved or mediated in the opinion of both the Superintendent and the Chief of Police, or their designees, then the SRO will be removed from the program at the school and a replacement will be selected within a reasonable time frame.
9. The Hanover Area School District shall provide the SRO in each school to which an SRO is assigned the following materials and facilities necessary for the performance of the duties by the SRO:
 - a. Access to an office with a telephone to be used for general business purposes.
 - b. A location for files and records which can be properly locked and secured.
 - c. A desk with drawers, a chair, filing cabinet and office supplies.
 - d. Access to a computer.
 - e. The Hanover Area School District will ensure that all staff cooperates with police investigations.
10. The Hanover Township Police Department shall defend any lawsuit taken against the Police Department or the SRO which arises out of services performed under this Agreement. The Police Department's procedures shall be followed in handling such suits.

11. Each SRO will be assigned to his/her school on a full-time basis on those days and during those hours that school is in session. If it is necessary for the SRO to be absent from school, the SRO will notify the Police Shift Sergeant and the Principal of assigned school.
12. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when requested to speak by the Principal.
13. Act as a resource person in the area of law enforcement education.
14. Conduct criminal investigations of violations of law on school property, school sponsored events and on vehicles used for transportation of students and as soon as practical, notify the Principal of any violations of law.
15. Maintain the peace on school property.
16. To arrest or to issue citations to, criminal law violators. Prepare and complete, pursuant to Hanover Township Police Department Policies, all necessary investigative reports and forward them to the Hanover Township Chief of Police. The SRO shall maintain a daily activity log which shall then be forwarded to the Chief of Police or his designee and the High School Principal on a weekly basis. Each written entry shall show the date and type of activity, length of time of activity and the number of students and/or faculty involved.
17. Appear at magistrate, juvenile, and criminal court.
18. Assist in the coordination of the Emergency Response Plan.
19. Coordinate transportation of witnesses to and from court if necessary.
20. Provide counseling to students if necessary.
21. Secure, handle and preserve evidence: Submit evidence to the Hanover Township Police Department Evidence Custodian, pursuant to Hanover Township Police Department Policy, arising out of crimes occurring on school property.
22. Make referrals to social service agencies.
23. Provide assistance in civil matters that occur on school property, (e.g. custody disputes)
24. Perform such other duties as requested such as speaking at assemblies and the use of hand held metal detectors, so long as the performance of such duties is legitimately and reasonable related to the SRO program and so long as such duties are consistent with school policies, state and federal law and the policies and procedures of the Hanover Township Police Department.

25. Follow and conform to all school district policies and procedures that do not conflict with the policies or procedures of the Police Department.
26. Assist in the development, implementation and evaluation of security programs in the schools.
27. Coordinate with school administrators, staff, law enforcement agencies and courts to promote order on school property.
28. Provide and coordinate in-service training for school personnel on Law-Enforcement related subjects.
29. Provide assistance in special truancy investigations.
30. Wear official Police uniform. Civilian attire may be worn on such occasions as may be mutually agreed upon by the Chief of Police and the Principal.
31. Coordinate Emergency Medical Services (EMS) if necessary
32. Provide transport to Juvenile Detention Center and County Jail if necessary.
33. Attend in-service training if applicable to the SRO Program.
34. The SRO shall not act as a school disciplinarian, as this is the schools responsibility. However, if the Principal believes an incident is a violation of the law, he may contact the SRO and the SRO shall determine whether law-enforcement action is necessary.
35. Work with in-house Juvenile Probation Officers currently in place at the high school.
36. When school is not in session, duties shall be assigned by the Chief of Police.
37. Vacations should be taken when school is not in session.

D. ASSISTANCE FROM SCHOOL OFFICIALS

1. Loco Parentis:

- a. Teachers, vice principals, and principals in the public schools have the right to exercise the same authority, regarding the conduct and discipline, over the pupils attending school during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardians or persons in parental relation to such pupils may exercise over them.
- b. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school and school activities.

- c. Generally, parents or guardians of students involved in suspected criminal behavior should be notified as soon as possible. School entities should document attempts made to reach the parents or guardians of victims, witnesses, or suspects of suspected criminal behavior. There are exceptions to this generalization such as situations in which parents or guardians may be co-suspects and situations in which notification may result in the destruction of evidence or the tampering with evidence or witnesses. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify the suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities unless immediate notification is otherwise required.

2. Scope of the school entity's involvement in law enforcement procedures:

- a. Victims: The school entity should notify the parent or guardian when law enforcement authorities interview a victim; however, unless a school entity has been previously instructed to the contrary by a parent or guardian, in writing. There is no need to secure parental permission to interview a victim. The Principal or his designee should be present during the interview by law enforcement authorities.
- b. Suspects: A presumption exists that a juvenile is incompetent to waive his/her rights without the opportunity for consultation with an informed and interested adult. Thus, school entities shall attempt to secure the permission and presence, where possible, of at least one parent or guardian before a student suspected of committing an act of violence or possessing a weapon is interviewed by law enforcement authorities. Where the presence of a parent or guardian is impossible, the Principal or his designee should be present during the interview by law enforcement authorities. The legal conduct of arrests, interviews, interrogations, searches, and seizures are within the purview of law enforcement authority. The school entity shall defer to the expertise of law enforcement authorities on matters of criminal procedure except as is necessary to protect an interest of the school entity

3. Conflicts:

- a. In cases where an employee, contractor, or other person who acts on behalf of the school district or entity, is the subject of an investigation, there exists the potential for a conflict of interest. To guard against accusations of impropriety when the possibility of a conflict of interest exists, neither the individual that is the subject of either the investigation nor anyone acting as his/her subordinate shall be present during interviews of students as co-suspects, witnesses, or victims by law enforcement authorities.

- b. Furthermore, the individual that is the subject of the investigation, and anyone acting as his/her subordinate or direct supervisor, shall not be made aware of the content of the statements made by students as co-suspects, witnesses or victims, except at the discretion of the law enforcement authorities. The Principal or his designee who is not involved in the conflict shall be present during the interview of a student as co-suspect, victim or witness. In light of the potential for a conflict, however, the decision to have the Principal or his designee present during the interview shall be a cooperative decision between school entities and law enforcement authorities.

E. REPORTING REQUIREMENTS/EXCHANGE OF INFORMATION

1. Reporting requirements/exchange of information:

a. Law Enforcement:

1. Full cooperation within the limits of 18 Pa. C.S., Chapter 91, Criminal History Record Information Act.
2. Share information as needed for school to complete report under the Public-School Code of 1949, 24 P.S. — 13-1303-A(b).
3. Shall not make disclosures contradictory to Section C. 4.b.(4) of this Memorandum of Understanding.

b. Schools:

1. Full cooperation within the limitations imposed by law, particularly the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, its implementing regulations located at 34 C.F.R.. §99.1 et seq., and 22 Pa. Code §12.31-12.33. Share information and evidence as needed for police to complete the investigation. Notify the appropriate school district or entity if an actor involved in an incident, act of violence, or possession of a weapon, attends another school on either a part or full-time basis.
2. Complete reports as required under the Public-School Code of 1949, 24 P.S.—§13-1303-A(b).

F. OTHER CONSIDERATIONS

1. Notification:

- a. When the Hanover Township Police Department is notified of an incident requiring a police department response, other than the initial SRO response, pursuant to this Memorandum of Understanding, the Chief of Police, shall as soon as practicable, contact the Superintendent of the Hanover Area School District, or the Principal, or his/her designee in the absence of both. The Chief of Police will, as soon as practicable, provide an initial summary of the incident and periodic

updates of information to the School Superintendent or the Principal in accordance with the guidelines in Section C.5.(a).


2. Release of information to the media:

- a. The release of information concerning incidents involving acts of violence or possession of a weapon shall be coordinated between law enforcement entities and school entities. The Hanover Area School District shall be the primary agency for dissemination of information to the news media regarding incidents occurring pursuant to this memorandum of understanding.


3. General Provisions:

- a. This memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.
- b. This memorandum shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials this MOU shall end on August 31, 2025.
- c. In the event of changes in State and federal law which necessitate changes to this memorandum, the parties shall collaborate to change this memorandum to ensure compliance by the parties with State and federal requirements.
- d. Both parties will communicate with each other to resolve any problems that may arise in fulfilling the terms of this memorandum.

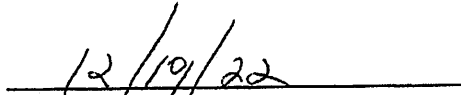
The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.



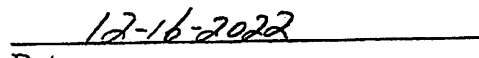
Superintendent
Hanover Area School District



Chief of Police
Hanover Township Police Department



Date



Date