

General Exhibits

November 14, 2023

EXHIBIT - G -1

Book	Policy Manual
Section	200 Pupils
Title	Attendance
Code	204
Status	Second Reading
Legal	<u>1. 22 PA Code 11.41</u> <u>2. 24 P.S. 1327</u> <u>3. 24 P.S. 1329</u> <u>4. 24 P.S. 1330</u> <u>5. 22 PA Code 11.23</u> <u>6. 22 PA Code 11.25</u> <u>7. 22 PA Code 12.1</u> <u>8. 24 P.S. 1326</u> <u>9. 22 PA Code 11.13</u> <u>10. 42 Pa. C.S.A. 6302</u> <u>11. 24 P.S. 510.2</u> <u>12. 24 P.S. 1332</u> <u>13. 24 P.S. 1339</u> <u>14. 22 PA Code 11.22</u> <u>15. 22 PA Code 11.28</u> 16. Pol. 113 17. Pol. 115 18. Pol. 116 19. Pol. 117 20. Pol. 118 <u>21. 22 PA Code 11.34</u> <u>22. 22 PA Code 11.32</u> <u>23. 22 PA Code 11.5</u> <u>24. 24 P.S. 1327.1</u> <u>25. 22 PA Code 11.31</u> <u>26. 22 PA Code 11.31a</u> 27. Pol. 137 <u>28. 22 PA Code 11.21</u> <u>29. 22 PA Code 11.26</u> 30. Pol. 251 <u>31. 24 P.S. 1546</u> <u>32. 24 P.S. 1333</u>

33. 24 P.S. 1333.1

34. 24 P.S. 1333.2

35. Pol. 103.1

36. Pol. 113.3

37. Pol. 114

24 P.S. 1333.3

22 PA Code 11.24

22 PA Code 11.8

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Adopted June 9, 2010

Last Revised October 3, 2023

Purpose

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

Authority

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

Definitions

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

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

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

Person in parental relation shall mean a:[8]

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

This term shall not include any county agency or person acting as an agent of the county agency

in the jurisdiction of a dependent child as defined by law.[10]

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

Delegation of Responsibility

The Superintendent or designee shall annually notify students, persons in parental relation and staff about the district's attendance policy by publishing such policy in student handbooks and newsletters, on the district website and through other efficient communication methods.[1][11]

The Superintendent or designee, in coordination with the building principal and Attendance Officer, shall be responsible for the implementation and enforcement of this policy.

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

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

Guidelines

Compulsory School Attendance Requirements

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

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

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

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.
[3][4][21]

2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.[2][22]
3. Students attending college who are also enrolled part-time in district schools.[23]
4. Students attending a home education program or private tutoring in accordance with law.[2][18][24][25][26][27]
5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved.[2]
6. Students fifteen (15) years of age, as well as students fourteen (14) years of age who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.[4]
7. Students sixteen (16) years of age regularly engaged in useful and lawful employment during the school session and holding a valid employment certificate. Regularly engaged means thirty-five (35) or more hours per week of employment.[4][15]

Excused/Lawful Absence

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

1. Illness, including if a student is dismissed by designated district staff during school hours for health-related reasons.[3][6]
2. Obtaining professional health care or therapy service rendered by a licensed practitioner of the healing arts in any state, commonwealth or territory.[3]
3. Quarantine.
4. Family emergency.
5. Recovery from accident.
6. Required court attendance.
7. Death in family.
8. Participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group, upon prior written request.[1][3]
9. Participation in a musical performance in conjunction with a national veterans' organization or incorporated unit, as defined in law, for an event or funeral.[3]
 - a. The national veterans' organization or incorporated unit must provide the student with a signed excuse, which shall include the date, location, and time of the event or funeral.
 - b. The student shall furnish the signed excuse to the district prior to being excused from school.

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10. Observance of a religious holiday observed by a bona fide religious group, upon prior written request from the person in parental relation.[28]
11. Nonschool-sponsored educational tours or trips, if the following conditions are met:[3][29]
 - a. The person in parental relation submits the required documentation for excusal prior to the absence, within the appropriate timeframe.
 - b. The student's participation has been approved by the Superintendent or designee.
12. College or postsecondary institution visit, with prior approval.
13. Other urgent reasons that may reasonably cause a student's absence, as well as circumstances related to homelessness, foster care and other forms of educational instability.[3][6][30]

The district may limit the number and duration of nonschool-sponsored educational tours or trips and college or postsecondary institution visits for which excused absences may be granted to a student during the school year.

Temporary Excusals -

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

1. Students receiving tutorial instruction in a field not offered in the district's curricula from a properly qualified tutor approved by the Superintendent, when the excusal does not interfere with the student's regular program of studies.[2][14][18]
2. Students participating in a religious instruction program, if the following conditions are met:[28][31]
 - a. The person in parental relation submits a written request for excusal. The request shall identify and describe the instruction, and the dates and hours of instruction.
 - b. The student shall not miss more than thirty-six (36) hours per school year in order to attend classes for religious instruction.
 - c. Following each absence, the person in parental relation shall submit a statement attesting that the student attended the instruction, and the dates and hours of attendance.
3. School age children unable to attend school upon recommendation of the school physician and a psychiatrist or school psychologist, or both, and with approval of the Secretary of Education.[21]

Parental Notice of Absence -

Absences shall be treated as unexcused until the district receives a written excuse explaining the absence, to be submitted within five (5) days of the absence.

A maximum of ten (10) days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond ten (10) cumulative days shall require an

excuse from a licensed practitioner of the healing arts.

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Unexcused/Unlawful Absence

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

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

Parental Notification -

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

Enforcement of Compulsory Attendance Requirements

Student is Truant -

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

The notice shall:[32]

1. Be in the mode and language of communication preferred by the person in parental relation;
2. Include a description of the consequences if the student becomes habitually truant; and
3. When transmitted to a person who is not the biological or adoptive parent, also be provided to the student's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.

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

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

School Attendance Improvement Conference (SAIC) -

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

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

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

1. The student.
2. The student's person in parental relation.
3. Other individuals identified by the person in parental relation who may be a resource.

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4. Appropriate school personnel.
5. Recommended service providers.

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

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

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

Student is Habitually Truant -

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

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

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

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

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

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

Filing a Citation -

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

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

provisions of the law.[34]

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Special Needs and Accommodations

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

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

Discipline

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

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Book	Policy Manual
Section	200 Pupils
Title	Suspension and Expulsion
Code	233
Status	Second Reading
Legal	<ul style="list-style-type: none"> <u>1. 22 PA Code 12.6</u> <u>2. 22 PA Code 12.7</u> <u>3. 22 PA Code 14.143</u> <u>4. 20 U.S.C. 1400 et seq</u> <u>5. 34 CFR Part 300</u> <u>6. 22 PA Code 12.8</u> <u>7. 24 P.S. 1318</u> <u>8. 2 Pa. C.S.A. 101 et seq</u> <u>9. 2 Pa. C.S.A. 101</u> 10. Pol. 204 <u>11. 24 P.S. 1326</u> 12. Pol. 113 13. Pol. 113.1 14. Pol. 218 15. Pol. 216 16. Pol. 113.4 <u>22 PA Code 12.3</u>
Adopted	June 9, 2010
Last Revised	October 3, 2023

Purpose

The Board recognizes that exclusion from the educational program of the schools, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student and one that cannot be imposed without due process. The Board shall define and publish the types of offenses that would lead to exclusion from school. Exclusions affecting students with disabilities shall be governed by applicable state and federal law and regulations.[1][2][3][4][5]

Authority

The Board may, after a proper hearing, suspend or expel a student for such time as it deems necessary, or may permanently expel a student.[1][6][7]

Guidelines

Exclusion From School - Suspension

The principal or person in charge of the school may suspend any student for disobedience or misconduct for a period of one (1) to ten (10) consecutive school days and shall immediately notify the parent/guardian and the Superintendent in writing when the student is suspended. [1][7]

No student may be suspended without notice of the reasons for which the student is suspended and an opportunity to be heard on their own behalf before the school official who holds the authority to reinstate the student. Prior notice is not required where it is clear that the health, safety or welfare of the school population is threatened. Suspensions may not be made to run consecutively beyond the ten-school day period. [1]

When a suspension exceeds three (3) school days, the student and parent/guardian shall be given the opportunity for an informal hearing with the designated school official. Such hearing shall take place as soon as possible after the suspension, and the district shall offer to hold it within the first five (5) days of the suspension. [1][6]

Informal hearings under this provision shall be conducted by the building principal.

Purpose of Informal Hearing

The purpose of the informal hearing is to permit the student to explain the circumstances surrounding the event leading to the suspension, to show why the student should not be suspended, and to discuss ways to avoid future offenses. [6]

Due Process Requirements for Informal Hearing [6]

1. The student and parent/guardian shall be given written notice of the reasons for the suspension.
2. The student and parent/guardian shall receive sufficient notice of the time and place of the informal hearing.
3. The student may question any witnesses present at the informal hearing.
4. The student may speak and produce witnesses who may speak at the informal hearing.
5. The district shall offer to hold the informal hearing within five (5) days of the suspension.

Exclusion From Class - In-School Suspension

No student may receive an in-school suspension without notice of the reasons for which the student is suspended and an opportunity to be heard prior to the time the suspension becomes effective. The parent/guardian shall be informed of the suspension action taken by the school. [2]

Should the in-school suspension exceed ten (10) consecutive school days, the student and parent/guardian shall be offered an informal hearing with the building principal. Such hearing shall take place prior to the eleventh day of the in-school suspension. The procedure shall be the same as the procedure for informal hearings held in connection with out-of-school suspensions. [2][6]

The district shall provide for the student's education during the period of in-school suspension.[2] EXHIBIT - G-)

Expulsion

Expulsion is exclusion from school by the Board for a period exceeding ten (10) consecutive school days. The Board may permanently expel from the district rolls any student whose misconduct or disobedience warrants this sanction. No student shall be expelled without an opportunity for a formal hearing before a duly authorized committee of the Board, and upon action taken by the Board after the hearing.[1][6][7]

Expulsion Hearings

A formal hearing shall be required in all expulsion actions.[1][6][7][8]

The formal hearing shall observe the due process requirements of:[6]

1. Notification of the charges in writing by certified mail to the student's parent/guardian.
2. At least three (3) days' notice of the time and place of the hearing, which shall include a copy of this policy, hearing procedures and notice of the right to representation by legal counsel. A student may request the rescheduling of the hearing when the student demonstrates good cause for an extension.
3. The hearing shall be private unless the student or parent/guardian requests a public hearing.
4. Representation by counsel at the parent's/guardian's expense and parent/guardian may attend the hearing.
5. Disclosure of the names of witnesses against the student and copies of their written statements or affidavits.
6. The right to request that witnesses against the student appear in person and answer questions or be cross-examined.
7. The right to testify and present witnesses on the student's behalf.
8. A written or audio record shall be kept of the hearing and a copy made available to the student at the student's expense, or at no charge if the student is indigent.
9. The hearing shall be held within fifteen (15) school days of the notice of charges, unless a delay is mutually agreed to by both parties or is delayed by:
 - a. The need for laboratory reports from law enforcement agencies.
 - b. Evaluations or other court or administrative proceedings are pending due to a student's invoking their rights under the Individuals with Disabilities Education Act (IDEA).
 - c. Delay is necessary due to the condition or best interests of the victim in cases of juvenile or criminal court involving sexual assault or serious bodily injury.

10. Notice of a right to appeal the results of the hearing shall be provided to the student with the expulsion decision.

Adjudication

A written adjudication shall be issued after the Board has acted to expel a student. The adjudication may include additional conditions or sanctions.[9]

Attendance/School Work During Suspension and Prior to Expulsion

Students serving an out-of-school suspension must make up missed exams and work, and shall be permitted to complete assignments pursuant to established guidelines.[1][10]

Students who are facing an expulsion hearing must be placed in their normal classes if the formal hearing is not held within the ten-school day suspension.

If it is not possible to hold the formal hearing within the first ten (10) school days, the school district may exclude such a student from class for up to five (5) additional – fifteen (15) total – school days if, after an informal hearing, it is determined that the student's presence in their normal class would constitute a threat to the health, safety or welfare of others.

Any further exclusion prior to a formal hearing may be only by mutual agreement. Such students shall be given alternative education, which may include home study.

Attendance/School Work After Expulsion

Students who are under eighteen (18) years of age are still subject to compulsory school attendance even though expelled and shall be provided an education.[1][10][11]

The parent/guardian has the initial responsibility of providing the required education and shall, within thirty (30) days, submit written evidence to the school that the required education is being provided or that they are unable to do so. If the parent/guardian is unable to provide for the required education, the school district shall, within ten (10) days of receipt of the parent's/guardian's notification, make provision for the student's education.

The Board may provide an educational program to the student immediately upon expulsion and may waive the 30-day period, at its discretion.

Students With Disabilities

A student with a disability shall be provided educational services as required by state and federal laws and regulations and Board policies.[12][13]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement this policy which include:

1. Publication of a Code of Student Conduct, in accordance with Board policy on student discipline.[14]
2. Procedures that ensure due process when a student is being deprived of the right to attend school.

3. Regulations regarding student records which require that records of disciplinary suspension be maintained in accordance with Board policy on student records.[15][16]
4. The name of a student who has been disciplined shall not become part of the agenda or minutes of a public meeting, nor part of any public record of the Board. Such students may be designated by code.
5. Any student who has been expelled may apply for readmission to school upon such conditions as may be imposed by the Board.



ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

204-AR-0. COMPULSORY ATTENDANCE/UNEXCUSED ABSENCES

The following words, when used in this administrative regulation, have the following meaning, except where the context clearly indicates or requires a different meaning:

Citation means a nontraffic citation or private criminal complaint.

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

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

Offense means each citation filed with a magisterial district judge for a violation of the requirement for compulsory school attendance, regardless of the number of unexcused absences alleged in the citation.)

Person in parental relation means a:

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

The term does not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child defined under 42 Pa. C.S. §6302 (relating to definitions).

School attendance improvement conference (SAIC) means a conference where the student's absences and the reasons for the absences are examined in an effort to improve attendance, with or without additional services. This conference must be held prior to a district initiating truancy proceedings against a student and person in parental relation.

School attendance improvement plan means the form created by the Pennsylvania Department of Education (PDE), or a similar form, to document the outcome and next steps of the school attendance improvement conference.

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

School day means the length of time that a student subject to compulsory school attendance is expected to be receiving instruction during a calendar day, as determined by the Board.

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

Unexcused absence means an absence from school which is not permitted by state law or Board policy and for which an approved explanation has not been submitted within the time period and in the matter prescribed by the Board. An out-of-school suspension will not be considered an unexcused absence.

It is mandatory for all students of compulsory school age residing in the state to attend a school in which all required subjects and activities are taught.

Attendance

All students of compulsory school age who either:

1. Reside in the district and are enrolled in district schools,
2. Qualify for attendance in the district but are not currently enrolled in any school,
3. Attend district schools on a tuition basis,

are required to comply with the adopted Board policy governing attendance.

Designated staff in each school will be responsible for monitoring and maintaining records of each student's attendance.

[Note: the following applies to first, second and third class districts:]

The district will employ and designate at least one (1) staff member to serve as an attendance officer or home and school visitor, to enforce compulsory attendance requirements.

{ } The district will participate in a cooperative agreement to employ an attendance officer.

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[Note: the following applies to school districts of the fourth class:]

{ } The district will employ at least one (1) staff member to serve as an attendance officer or home and school visitor, to enforce compulsory attendance requirements.

{ } The district will participate in a cooperative agreement to employ an attendance officer.

The attendance officer or home and school visitor has full police powers without warrant and may arrest or apprehend any student who fails to attend school in violation of compulsory attendance requirements. A school police officer also has the same arrest powers. Personnel with the title of security **guard** are not empowered to arrest students who violate compulsory attendance laws.

School Response to Absences

The school is a critical part of a student's support system, and school staff have a significant opportunity to assist students and their families to comply with attendance requirements.

Staff will treat all absences as unexcused until a written excuse explaining the absence is submitted within

{ } three (3)

{ } five (5)

{ } (other) _____

days of the absence.

The person in parental relation and student will be informed that if a written excuse is not provided within

{ } three (3)

{ } five (5)

{ } (other) _____

days of the absence, the absence will be permanently recorded as unexcused. District staff will provide written notice to the person in parental relation upon each incident of unexcused absence.

Each building principal or teacher will report to a designated district employee when a student has been absent for three (3) days, or their equivalent, without a lawful excuse.

If the designated employee discovers that a district student is unable to attend school because of a lack of clothing or food, **they** will report the case to a suitable relief agency operating in the district or to **the appropriate county agency** for investigation and relief.

Teachers can be the first line of defense for compulsory attendance, as they are the first to recognize students with possible attendance issues. Teachers will implement a plan of action that includes, but is not limited to:

1. Distributing and reviewing with students and families the adopted Board policies governing attendance and student responsibilities.
2. Meeting individually with students to discuss reasons for absence.
3. Providing feedback to designated district staff.
4. Making referrals to guidance counselors.
5. Cooperating with the Student Assistance Program, as appropriate.
6. Attending the school attendance improvement conference, as necessary.
7. Contributing, as necessary, to the development of the school attendance improvement plan.

District Response to Unexcused Absences

The person in parental relation of a compulsory school age student is subject to penalties if compulsory attendance requirements are not met.

The designated district employee will make every effort to work collaboratively with the person in parental relation to address the truancy of a student and will not initiate formal action until an SAIC has been held and the student is habitually truant.

First Unexcused Absence –

Designated district staff will send to the person in parental relation a notice about the unexcused absence. The notice will be in the preferred language of the person in parental relation, will contain a description of the consequences that will follow if the student becomes habitually truant, and the name and telephone number of the district employee that the person in parental relation can contact to request assistance in resolving the student's truant behavior.

Second Unexcused Absence –

Designated staff will send to the person in parental relation a notice of a second unexcused absence. The notice will contain a description of the consequences that will follow if the student becomes habitually truant, and the name and telephone number of the district contact. The second notice will include another offer of district assistance and will be in the preferred language of the person in parental relation.

Third Unexcused Absence –

Designated district staff will send notice to the person in parental relation, in writing, within ten (10) school days of the student's third unexcused absence, that contains a description of the consequences that will follow if the student becomes habitually truant, and the name and telephone number of the district contact. The third notice will include another offer of district assistance and will be in the preferred language of the person in parental relation.

{ } The district will also send to the person in parental relation an invitation to attend an SAIC at which the student's absences and reasons for the absences are to be examined in order to improve attendance, with or without additional services.

If a student continues to incur additional unexcused absences after the school has issued the notice of the student's third unexcused absence, the school will send to the person in parental relation an invitation to attend an SAIC at which the student's absences and reasons for the absences are to be examined in order to improve attendance, with or without additional services.

Participants invited to the conference must include, but not be limited to:

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

While active participation by the student and family members is an integral component of this conference, there is no legal requirement for either the student or person in parental relation to attend the school attendance improvement conference. The school should make every attempt to conduct the SAIC with the person in parental relation present, to identify and resolve the root causes of truancy, and contribute to the group discussion their unique knowledge about the student and the student's environment.

In an attempt to encourage participation, the school should provide written notice, sent via certified mail, and communicate with the person in parental relation via telephone. The school will hold the SAIC even if the person in parental relation declines to participate or fails to attend.

Issues that should be addressed in the SAIC include, but are not limited to:

1. Appropriateness of the student's educational environment.
2. Possible elements of the school environment that inhibit student success.
3. Student's current academic level and needs.

4. Social, emotional, physical, mental and behavioral issues.
5. Issues concerning family and home environment.
6. Any other issues affecting the student's attendance.

The school will document the outcome of the SAIC in a written school attendance improvement plan which can include: access to academic and social/health supports from the district and community organizations; an outline of family/parental and student responsibilities; and levels of performance monitoring that include rewards and consequences.

{ } The school will use the School Attendance Improvement Plan Form, created by PDE, to document the school attendance improvement conference.

{ } The school will use a form similar to the School Attendance Improvement Plan Form, created by PDE, to document the school attendance improvement conference.

At the end of the school attendance improvement conference, all parties present should sign the school attendance improvement plan. The student and person in parental relation will be provided a copy of the school attendance improvement plan, regardless of whether they attended.

When the student and/or person in parental relation is/are in attendance at the school attendance improvement conference, the designated district staff member will ensure that the student and the person in parental relation clearly understand the consequences that follow a violation of the compulsory attendance requirements.

Subsequent Unexcused Absence –

When a school attendance improvement plan is in place for a student who is not yet habitually truant, and the student is subsequently unlawfully absent at any point within the school year, meaning four (4) to five (5) unexcused absences, the designated district staff will send to the person in parental relation, by certified mail and via any additional mode of communication previously successful with the person in parental relation, an official notice of unexcused absence. The notice will inform the person in parental relation that the school attendance improvement plan has been violated and that once the student reaches six (6) unexcused absences, formal truancy proceedings will be initiated.

When a school attendance improvement plan is in place and the student is subsequently unlawfully absent at any point within the school year, thus amounting to six (6) or more unexcused absences, the designated district staff will send to the person in parental relation, by certified mail and via any additional mode of communication previously successful with the person in parental relation, an official notice to inform the person in parental relation that the school attendance improvement plan has been violated and formal truancy proceedings will be initiated.

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At any time when:

1. A school attendance improvement plan has been violated,
 2. Notice has been sent to the person in parental relation that formal action will be initiated,
and
 3. The student is habitually truant,
- the designated district staff will initiate truancy proceedings.

Penalties for Violations

When referring a habitually truant student of any age to the county children and youth agency or filing a citation, the school must provide verification that the SAIC was held, generally by submitting the school attendance improvement plan.

Habitually truant students under fifteen (15) years of age -

1. The designated district staff will refer the student to either:
 - a. A school-based or community-based attendance improvement program, or
 - b. The county children and youth agency for:
 - 1) Services, or
 - 2) Possible disposition as a dependent child.
2. The designated district staff may, but are not required to, file a truancy citation against the person in parental relation to the student who resides in the same household as the student.

Habitually truant students fifteen (15) years of age and older -

1. The designated district staff will either:
 - a. Refer the student to a school-based or community-based attendance improvement program, or
 - b. File a citation against the student or person in parental relation to the student who resides in the same household as the student.
2. If a student fifteen (15) years of age or older continues to accrue additional absences after a school refers the student to a school-based or community-based attendance improvement program or refuses to participate in an attendance improvement program, the school may refer the student to the county children and youth agency for possible disposition as a dependent child.

Citations and Proceedings

The designated district staff will file a truancy citation with the magisterial district judge where the student attends school.

When a citation is filed against a student or person in parental relation to the student who resides in the same household as the student, the magisterial district judge will provide notice of the hearing to the school, person in parental relation, the student, and the county children and youth agency.

At the hearing, the school district must prove beyond a reasonable doubt that the student was subject to the compulsory attendance law and was, without legal justification, habitually truant. The person in parental relation may demonstrate, by a preponderance of the evidence, that they took every reasonable step to ensure the attendance of the student at school.

Before entering a sentence, the magisterial district judge will permit the school district, person in parental relation to the student, or student to present relevant information, such as the student's attendance since the citation was filed, to assist the judge in making an informed decision regarding an appropriate sentence.

A person convicted of a violation of the compulsory attendance laws may be sentenced to pay a fine for the benefit of the school, sentenced to perform community service, or required to complete an appropriate course or program designed to improve school attendance.

If within a three-year period a student or person in parental relation is convicted of a second or subsequent offense, the court must refer the student to the county children and youth agency for services or possible disposition as a dependent child under the Juvenile Act.

The designated district staff will not file a citation against a student or person in parental relation for a subsequent violation of compulsory school attendance if:

1. A proceeding is already pending against the student or person in parental relation and judgment in the first proceeding has not yet been entered, unless a warrant has been issued for failure of the student or person in parental relation to appear before the court and the warrant has not yet been served.
2. A referral for services has been made to the county children and youth agency under this subdivision, the agency has not closed the case, and the educational entity has not consulted with the county children and youth agency prior to filing the petition.
3. A petition has been filed alleging the student is dependent due to being habitually truant, relative to juvenile matters, and the case remains under the jurisdiction of the juvenile court.

Fines

For the first offense, the fine may not exceed \$300, together with court costs.

For the second offense, a person in parental relation may not be fined more than \$500, together with court costs.

For a third and any subsequent offense, a person in parental relation may not be fined more than \$750, together with court costs.

Failure to Comply with Penalties

If a person in parental relation fails to comply with the penalties imposed, that person may be sentenced to jail for up to three (3) days if the court determines that the person in parental relation had reasonable ability to comply with the penalty and that noncompliance was willful.

If a student fails to satisfy the penalties imposed:

1. Such act will not be considered delinquent but may result in a dependency determination under the Juvenile Act.
2. The magisterial district judge may send the record of conviction to the Pennsylvania Department of Transportation.
 - a. If the Department of Transportation receives such a record, it is required to take action against the student's operating privileges. The Department will suspend for ninety (90) days the operating privilege of any student upon receiving a certified record that the student was convicted of violating the compulsory attendance requirements. If the Department receives a second or subsequent conviction for a student's violation, the Department will suspend the student's operating privilege for six (6) months.
 - b. Any student whose record is received by the Department and who does not have a driver's license will be ineligible to apply for a driver's license for the time periods specified above. If the student is under sixteen (16) years of age when convicted, suspension of operating privileges will commence for the time specified above.

Nothing in this section will be construed to apply to a person in parental relation whose child or children are in a home education program.

Homeless and Unaccompanied Youth/Children in Foster Care

The Every Student Succeeds Act, the McKinney-Vento Homeless Assistance Act, and the Fostering Connections to Success and Increasing Adoptions Act require that states, local education agencies, and schools work to remove barriers to the education of homeless students, unaccompanied youth, and children in foster care. Such barriers include those related to enrollment and retention due to absences.

Designated district staff will not count as unexcused those absences that occur due to homelessness, the transience of unaccompanied youth, or the fluctuation of foster care placements.

Designated school staff should use the school attendance improvement conferences as a means to identify the root causes of students' absenteeism, such as homelessness, frequent household shifts, absence of consistency and stability, and a lack of transportation, which should all be captured in the school attendance improvement plan. The school attendance improvement plan should clearly delineate the school responsible for complying with the compulsory attendance laws (school of origin, school of residence, etc.) as well as the school(s) responsible for implementing various portions of the school attendance improvement plan.

The district must consider the living situation of each unaccompanied youth to determine whether it is appropriate to file citations against the person in parental relation. School districts may consider contacting the **county** children and youth **agency** to link the youth with services.

District Response to the Unexcused Absences of Nonpublic School Students

Though nonpublic schools are charged with developing their own policies to monitor, track, and respond to unexcused absences, the nonpublic student's school district of residence remains responsible for enforcing the requirements for compulsory school attendance. Designated district staff will work with nonpublic schools located within district boundaries to:

1. Ensure the district receives copies of the written notification of each nonpublic school student's third unexcused absence, as sent to the person in parental relation of the student;
2. Participate in school attendance improvement conferences, as necessary;
3. Receive copies of all school attendance improvement plans;
4. Refer the nonpublic school student to a school-based or community-based attendance improvement program or the county children and youth agency for possible disposition as a dependent child;
 - a. Request, as necessary, assistance from the nonpublic school relative to attendance improvement programs and juvenile dependency referrals.
5. File truancy citations with the magisterial district judge where the nonpublic school student resides.
 - a. Request, as necessary, cooperation and participation from the nonpublic school in the truancy proceedings.
6. Refer the nonpublic school student to the county children and youth agency for possible disposition if the nonpublic school student either does not comply with or attend the school-based or community-based attendance improvement program.
 - a. Request, as necessary, cooperation and participation from the nonpublic school.

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (“**BAA**”), effective as of the _____ (“**Effective Date**”), is made and entered into by and between Hanover Area School District (“**Covered Entity**”) and Medical Decision Logic, Inc. (“**Business Associate**”). This BAA, which supersedes any previous business associate agreement between the parties, amends, supplements, and is made a part of the bhworks Agreement_2023 MCIU Project Aware - Hanover Area School District, dated _____, by and between Covered Entity and Business Associate, as the same may be amended from time to time (the “**Services Agreement**”).

RECITALS

WHEREAS, Covered Entity is a “covered entity” as that term is defined at 45 C.F.R. § 160.103;

WHEREAS, in connection with Business Associate providing services to Covered Entity pursuant to the Services Agreement, Business Associate may, on behalf of Covered Entity, create, receive, maintain, or transmit certain Protected Health Information (“**PHI**”) as defined below;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”), and the regulations and other guidance promulgated under both laws by the U.S. Department of Health and Human Services (collectively, “**HIPAA**”), as well as other applicable federal and state laws;

WHEREAS, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA including, but not limited to, 45 C.F.R. §§ 164.308(b), 164.314(a), 164.502(e), and 164.504(e); and

WHEREAS, this BAA shall be applicable only in the event that Business Associate meets, with respect to Covered Entity, the definition of “business associate” set forth in 45 C.F.R. § 160.103.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

I. DEFINITIONS

A. “**Breach**” shall have the meaning given to the term “breach” at 45 C.F.R. § 164.402, as applied to the Unsecured PHI created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

B. “Electronic Protected Health Information” or “ePHI” shall have the meaning given to the term “electronic protected health information” at 45 C.F.R. § 160.103, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

C. “Individual” shall have the meaning given to such term at 45 C.F.R. § 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

D. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended.

E. “Protected Health Information” or “PHI” shall have the meaning given to the term “protected health information” at 45 C.F.R. § 160.103, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

F. “Reportable Event” means any (1) use or disclosure of PHI not provided for by this BAA; (2) Security Incident; (3) Breach of Unsecured PHI; or (4) any data incident involving PHI for which data breach notification is required under applicable foreign, federal, or state law.

G. “Required by Law” shall have the meaning given to the term “required by law” at 45 C.F.R. § 164.103.

H. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

I. “Security Incident” shall have the meaning given to the term “security incident” at 45 C.F.R. § 164.304, as applied to the ePHI created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

J. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended.

K. “Subcontractor” shall have the meaning given to the term “subcontractor” at 45 C.F.R. § 160.103.

L. “Unsecured PHI” shall have the meaning given to the term “unsecured protected health information” at 45 C.F.R. § 164.402, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

M. Any other capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in HIPAA. Any inconsistency in the definition of a term shall be resolved in favor of a meaning that permits compliance with HIPAA.

II. PERMITTED USES AND DISCLOSURES OF PHI

Except as otherwise limited in this BAA or the Services Agreement, Business Associate may do any or all of the following:

A. Use or Disclosure Under the Services Agreement. Use or disclose PHI to perform functions, activities, or services for, or on behalf of Covered Entity, to the extent permitted in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule or any applicable state law if done by Covered Entity. Notwithstanding the above, Business Associate may use and disclose PHI for the purposes identified in paragraphs (B), (C), and (E) of this Section II even if Covered Entity could not do so under the Privacy Rule.

B. Use for Administration or Legal Responsibilities. Use PHI, but only to the minimum extent necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

C. Disclosure for Administration or Legal Responsibilities. Disclose PHI, but only to the minimum extent necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that:

(1) The disclosures are Required by Law; or

(2) Business Associate obtains reasonable assurances from the third party to whom the PHI is disclosed that such information shall remain confidential and shall be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and such person agrees to promptly notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

D. Use for Reporting of Violations. Use PHI to report violations of law to appropriate federal, state, and local authorities, consistent with 45 C.F.R. § 164.502(j).

E. Use for Data Aggregation Services. Use PHI to provide Data Aggregation services relating to the health care operations of Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

F. De-identified Information. Use PHI to create de-identified information in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c).

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Limited by Agreement and Law. Business Associate may not use or disclose PHI other than as permitted or required by this BAA and the Services Agreement or as Required by Law.

B. Compliance with HIPAA. To the extent that Business Associate is responsible for carrying out an obligation of Covered Entity under HIPAA pursuant to this BAA or the Services

Agreement, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation.

C. Appropriate Safeguards. Business Associate shall use appropriate safeguards and, where applicable, comply with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

D. Reportable Events.

(1) Business Associate shall report to Covered Entity any Reportable Event of which it becomes aware. All such reports shall be made without unreasonable delay and in no case later than fifteen (15) business days after Business Associate's discovery of a Reportable Event.

(2) The notification required hereunder shall include, to the extent possible: (i) the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, lost, modified, destroyed, or disclosed during the Reportable Event; (ii) a brief description of what happened, including the date of the Reportable Event and the date of the discovery of the Reportable Event; (iii) a description of the types of PHI involved; (iv) any steps Individuals should take to protect themselves from potential harm resulting from the Reportable Event; (v) a brief description of what Business Associate is doing to investigate, remediate, and respond to the Reportable Event, mitigate harm to Individuals, and protect against further Reportable Events; and (vi) such other information that is reasonably available to Business Associate that Covered Entity would reasonably be expected to need to fulfill its notification obligations with respect thereto. Business Associate shall supplement its initial notification as additional information is obtained.

(3) Business Associate shall cooperate with Covered Entity in investigating a Reportable Event and assist Covered Entity in determining whether a Reportable Event constitutes a Breach of Unsecured PHI.

(4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Reportable Event.

(5) The parties acknowledge and agree that this Section III.D constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that do not result in unauthorized access to, or use, loss, modification, destruction, or disclosure of, PHI, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, unsuccessful denial of service attacks, or any combination thereof.

E. Subcontractors. If Business Associate discloses PHI to a Subcontractor or allows a Subcontractor to create, receive, maintain, or transmit PHI on its behalf, Business Associate shall require the Subcontractor to agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by entering into a written arrangement with Subcontractor that complies with 45 C.F.R. §§ 164.314(a) and 164.504(e). If

Business Associate becomes aware of a pattern of activity or practice of a Subcontractor that would constitute a material breach or violation of the written agreement between Business Associate and Subcontractor, Business Associate shall take reasonable steps to cure such breach or end the violation, as applicable, or terminate such written agreement with such Subcontractor.

F. Access to PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall provide access to such PHI to Covered Entity in a time and manner that meets the requirements of 45 C.F.R. § 164.524 and applicable state law.

G. Amendment of PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate shall make amendment(s) to such PHI in a Designated Record Set that Covered Entity directs or agrees to in a time and manner that meets the requirements of 45 C.F.R. § 164.526.

H. Accounting of Disclosures. Business Associate shall provide to Covered Entity an accounting of the disclosures of an Individual's PHI in a time and manner that meets the requirements of 45 C.F.R. § 164.528 and, as of the applicable effective date, Section 13405(c) of HITECH and any regulations promulgated thereunder.

I. Governmental Access to Records. Business Associate shall make its internal policies, practices, books, and records relating to the use and disclosure of PHI that is received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining compliance with HIPAA. No attorney-client, accountant-client, or other legal privilege shall be deemed to have been waived by Business Associate by virtue of Business Associate's compliance with this provision.

J. Minimum Necessary. Business Associate agrees that it shall comply with HIPAA's minimum necessary requirements.

K. Communication with Other Business Associates. In connection with the performance of its services, activities, and/or functions to or on behalf of Covered Entity, Business Associate may disclose information, including PHI, to other business associates of Covered Entity. Likewise, Business Associate may use and disclose information, including PHI, received from other business associates of Covered Entity, as if this information was received from, or originated with, Covered Entity. The parties agree that it is the responsibility of Covered Entity to secure and maintain business associate agreements with its other business associates.

IV. OBLIGATIONS OF COVERED ENTITY

A. Notice of Privacy Practices. Covered Entity shall notify Business Associate in writing of any limitations in its notice of privacy practices, to the extent that such limitations may affect Business Associate's use or disclosure of PHI.

B. Notification of Revocations. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, authorization by an Individual to use or disclose PHI,

to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

C. Notification of Restrictions. Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Permissible Requests. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA or other applicable federal or state law if done by Covered Entity.

V. TERM AND TERMINATION

A. Term. The term of this BAA shall commence as of the Effective Date, be coterminous with the Services Agreement, and continue in full force and effect from year to year, but shall terminate as of the earliest occurrence of any of the following:

- (1) The Services Agreement expires or is terminated with or without cause;
- (2) This BAA is terminated for cause as described in paragraph (B) below;
- (3) The parties mutually agree to terminate this BAA; or
- (4) This BAA is terminated under applicable federal, state, or local law.

B. Termination for Cause.

(1) Upon Covered Entity's determination of a breach of a material term of this BAA by Business Associate, Covered Entity shall provide Business Associate written notice of that breach in sufficient detail to enable Business Associate to understand the specific nature of that breach and afford Business Associate an opportunity to cure the breach; provided, however, that if Business Associate fails to cure the breach within thirty (30) days of receipt of such notice, Covered Entity may terminate this BAA and the Services Agreement.

(2) Upon Business Associate's determination of a breach of a material term of this BAA by Covered Entity, Business Associate shall provide Covered Entity written notice of that breach in sufficient detail to enable Covered Entity to understand the specific nature of that breach and afford Covered Entity an opportunity to cure the breach; provided, however, that if Covered Entity fails to cure the breach within thirty (30) days of receipt of such notice, Business Associate may terminate this BAA and the Services Agreement.

C. Effect of Termination

(1) Subject to paragraph (2) below, upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI that Business Associate still maintains in any form. Business Associate shall retain no copies of such PHI.

(2) If return or destruction of any or all PHI is not feasible, Business Associate shall:

(i) Retain only that PHI for which return or destruction is not feasible;

(ii) Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;

(iii) Extend the protections of this BAA to any retained PHI, continue to use appropriate safeguards, and comply with the Security Rule with respect to ePHI, in order to prevent use or disclosure of the retained PHI other than as provided for in this BAA for as long as Business Associate retains the PHI;

(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA that applied prior to termination; and

(v) Return to Covered Entity or destroy the PHI retained by Business Associate if and when it becomes feasible to do so.

(3) These provisions shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate.

(4) This Section 5.C shall survive termination of this Agreement.

VI. MISCELLANEOUS

A. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time this BAA is executed or amended.

B. Amendment; No Waiver. Upon the effective date of any federal statute amending or expanding HIPAA, any guidance or temporary, interim final or final regulations promulgated under HIPAA, or under any federal statute amending or expanding HIPAA (collectively, the "HIPAA Regulations") that are applicable to this BAA or any amendments to the HIPAA Regulations, this BAA shall be automatically amended, such that the obligations imposed on Covered Entity and Business Associate shall remain in compliance with such requirements, unless the parties agree otherwise by mutual consent. The parties shall take all necessary action to expressly reflect such automatic amendments to this BAA from time to time. Except as provided otherwise in this paragraph (B), no waiver, change, modification, or amendment of any provision of this BAA shall be made unless it is in writing and is signed by the parties hereto. The failure of either party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment

of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at a future time.

C. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits compliance with HIPAA. The titles and headings set forth at the beginning of each section hereof are inserted for convenience of reference only and shall in no way be construed as a part of this BAA or as a limitation on the scope of the particular provision to which it refers. In the event of an inconsistency between the provisions of this BAA and the mandatory terms of HIPAA, as may be expressly amended from time-to-time by the Secretary, or as a result of interpretations by the Secretary, a court, or another regulatory agency with authority over the parties, the interpretation of the Secretary, such court, or regulatory agency shall prevail.

D. Entire Agreement; Effect on the Services Agreement. This BAA, together with the Services Agreement and any statements of work, exhibits, or other addenda thereto, sets forth the entire understanding between the parties and supersedes any previous or contemporaneous understandings, commitments, representations, warranties, or agreements, written or oral, regarding the subject matter hereof. No representations, agreements, or understandings of any kind, either written or oral, except as set forth or incorporated by reference into this BAA or the Services Agreement, have been relied upon in entering into this BAA, nor shall any such representations, agreements, or understandings be binding upon the parties unless expressly contained herein or therein. Notwithstanding any provision to the contrary in this BAA or the Services Agreement, to the extent that any term in this BAA is directly contradictory to a term in the Services Agreement, the term in this BAA shall supersede such contradictory term to the extent necessary to permit compliance with HIPAA.

E. Relationship of Parties. The parties to this BAA are independent contractors. None of the provisions of this BAA are intended to create, nor shall they be interpreted or construed to create, any relationship between Covered Entity and Business Associate other than that of independent contractors. Except as otherwise expressly set forth herein, neither party, nor any of its representatives, shall be deemed to be the agent, employee, or representative of the other party.

F. No Third Party Beneficiaries. This BAA is between the parties hereto. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, any rights, remedies, obligations, or liabilities whatsoever upon any person other than Covered Entity and Business Associate and any respective successors and assigns.

G. Invalid or Unenforceable Provision. The provisions of this BAA shall be severable. The invalidity or unenforceability of any particular provision or portion of such provision of this BAA shall be construed, in all respects, as if such invalid or unenforceable provision or portion of such provision had been omitted, and shall not affect the validity and enforceability of the other provisions hereof or portions of that provision.

H. Assignment. The parties' rights and obligations with respect to assignment of this BAA shall be subject to the assignment provision set forth in the Services Agreement. In the event that the Services Agreement does not contain an assignment provision, neither party may assign its rights, or delegate its duties or obligations, under this BAA without the prior written

consent of the other party, which consent shall not be unreasonably withheld. This BAA shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors.

I. Applicable Law. This BAA shall be construed, administered, and governed by the governing law set forth in the Services Agreement, except to the extent preempted by applicable federal law. In the event that the Services Agreement does not identify the governing law, this BAA shall be construed, administered, and governed under the laws of the Commonwealth of Pennsylvania except to the extent preempted by applicable federal law.

J. Notices. All notices hereunder shall be in writing, and either delivered by hand, or sent by mail, or delivered in such other manner as the parties may agree upon, to the following:

To Covered Entity: Hanover Area School District
 Attention: Nathan Barrett
 1600 Sans Souci Parkway, Hanover Township, Pa. 18706

To Business Associate: Medical Decision Logic, Inc.
 Attention: Matt Briner
 mbriner@mdlogix.com

Each party reserves the right to change address for receiving notice during the term of this BAA upon written notice to the other parties.

K. Counterparts. This BAA may be executed in separate counterparts, none of which need contain the signatures of both parties, and each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this BAA to be signed by their duly authorized officers.

COVERED ENTITY

BUSINESS ASSOCIATE

Hanover Area School District

Medical Decision Logic, Inc.

By: _____

By: 

Name: _____

Name: Allen Tien

Title: _____

Title: President



7921 Ruxway Road, Towson, MD 21204 - (410) 828-8948 - www.mdlogix.com

BHWORKS AGREEMENT

Medical Decision Logic, Inc. ("mdlogix") is pleased to offer our services and bhworks platform for Hanover Area School District, ("Customer") at the following:

School District Name & Address: Hanover Area School District, 1600 Sans Souci Parkway, Hanover Township, Pa. 18706
Main Contact: Nathan Barrett, Superintendent

Annual License, Hosting, and Maintenance: The standard annual bhworks License, Hosting, and Maintenance (LHM) fee is currently covered under Montgomery County Intermediate Unit's Advancing Wellness and Resiliency in Education grant (Project Aware grant).

Initial Setup & Implementation: mdlogix will setup bhworks for Customer using the standard Montgomery County Intermediate Unit Project Aware grant configuration. Once configured, mdlogix will provide online user training to Customer.

Term & Termination: The term of this Agreement shall be from the effective date of this agreement until the conclusion of Montgomery County Intermediate Unit's Project Aware grant (currently set for 12/30/2026) (the "Term"). Either Party may terminate this Agreement, or any Addendum or Statement of Work upon thirty (30) days' prior written notice to the other Party if the other Party is in material default of any provision of this Agreement or any Addendum or Statement of Work and such default is not cured within such thirty (30) day period. Customer may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice to mdlogix. Upon the conclusion of the grant, a new agreement will need to be established between mdlogix and Customer.

Data Hosting & Security: mdlogix will host and maintain the Licensed Software for use by the Customer and Authorized Users in mdlogix's HIPAA-compliant data center. Hosting services shall include the provision of all required hardware, operating system and third-party software and connectivity of the hosted environment to the web. Customer shall be responsible for all hardware, software and connectivity required to access the Licensed Software via the web.

All Protected Health Information that mdlogix accesses, maintains, receives or transmits under this Agreement will be used, disclosed and treated in accordance with the Business Associate Agreement ("BAA") entered into between the parties on or before the Effective Date of this Agreement. The BAA is made part of this Agreement and will remain in effect for the duration of this Agreement. If any term in the BAA is directly contradictory to a term in this Agreement, the term in the BAA shall supersede such contradictory term to the extent necessary to permit compliance with HIPAA.

Effective Date:

Please indicate your acceptance of agreement by having an authorized representative execute this Agreement in the space provided below.

By (print name): _____ Title: _____

Signature: _____ Date: _____