

OCTORARA AREA SCHOOL DISTRICT

WORK SESSION

April 10, 2023– 7:00 p.m.
Jr. High School Multi-Purpose Room

DISCUSSION GUIDE

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Presentations
5. Visitors' Comments - Agenda Items Only
6. Information Items
 - A. Patty Steyer transferred from a sixth grade teacher at the Octorara Intermediate School to a reading specialist at the Octorara Jr./Sr. High School effective March 16, 2023. (Replacing Deirdre Shappell who resigned.)
 - B. Reina Eckman transferred from digital learning teacher to a sixth grade teacher at the Octorara Intermediate School effective March 16, 2023. (Replacing Patty Steyer who transferred.)
 - C. Melissa Hinton temporarily transferred from an Intervention Specialist at the Octorara Jr./Sr. High School to seventh grade ELA teacher effective March 27, 2023 until the position is filled. (Replacing Natalie Allen who resigned.)
 - D. Mark Durante temporarily transferred from an Intervention Specialist at the Octorara Jr./Sr. High School to a learning support teacher at the Octorara Jr./Sr. High School effective March 27, 2023 until the position is filled. (Replacing a medical leave.)
7. Recommended Action Items:
 - A. That the Octorara Area Board of School Directors approve the contract with CCRES for the appointment of Dr. James Scanlon to serve as Administrative Consultant effective April 17, 2023 through April 30, 2023, and Interim Superintendent effective May 1, 2023 through June 30, 2023, both roles at a rate of \$1260 per diem.
8. Presentation of Agenda Items for the April 17, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors approve the 2023-2024 Chester County Intermediate Unit Core Services Budget in the amount of 34,720,570.
 - B. That the Octorara Board of School Directors approve the 2023-2024 Chester County Intermediate Unit Occupational Education Budget in the amount of \$31,574,393.

- C. That the Octorara Board of School Directors approve the Revised Service Agreement with the Chester County Intermediate Unit for a technology specialist from March 8, 2023 through June 8, 2023.
- D. That the Octorara Board of School Directors approve the 2023-2024 Legal Services Consultation Agreement between Sweet, Stevens, Katz & Williams LLP and the Octorara Area School District for Special Education Services.
- E. That the Octorara Board of School Directors approve the Memorandum of Understanding between the Octorara Area School District and the Oxford Area School District for students in the Octorara Homeland Protective Services Academy.
- F. That the Octorara Board of School Directors approve the following policies, second reading:
 - 137 *Home Education Programs*
 - 137.1 *Extracurricular Participation by Home Education Students*
 - 137.2 *Participation in Cocurricular Activities and Academic Courses by Home Education Students*
 - 137.3 *Participation in Career and Technical Education Programs by Home Education Students*
- G. That the Octorara Board of School Directors approve the Octorara Area School District Employee Handbook.
- H. That the Octorara Board of School Directors accept the donation of \$500 from Penningtonville Presbyterian Church to be applied to unpaid student cafeteria balances.

Resignation Approvals:

- I. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Jean Curry as a kindergarten teacher at the Octorara Primary Learning Center effective August 31, 2022. (Hired January 5, 1995)
- J. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Diane Powers as a reading assistant at the Octorara Primary Learning Center effective July 20, 2023. (Hired January 12, 2004)
- K. That the Octorara Board of School Directors accept the resignation of Ms. Natalie Allen as a long-term substitute seventh grade ELA teacher effective March 21, 2023. (Hired January 16, 2023)
- L. That the Octorara Board of School Directors accept the resignation of Ms. Diane Martin as a food service employee effective November 22, 2022. (Hired August 15, 2022)

Hiring Approvals:

- M. That the Octorara Board of School Directors approve the list of professional and support staff employees for the Summer Literacy/Math/Science and Extended School Year Programs.
- N. That the Octorara Board of School Directors approve Mr. John Atlee as a substitute teacher for the 2022-2023 school year to assist with PSSA testing. (Mr. Atlee is a retired OASD guidance counselor.)
- O. That the Octorara Board of School Directors approve the following supplemental contract for the 2023-2024 school year:

Ken Wilson
Daryl Maser

Boys' Varsity Soccer Coach
Girls' Volleyball Coach

7 pts @ \$620 \$4,340
7 pts @ \$620 \$4,340

9. Education Committee Report

10. Policy Committee Report

11. Facility Committee Report

12. Other Items/Concerns

13. Visitors' Comments – General

14. Administrator Comments/Announcements

15. Board Comments

16. Adjournment

Policy Committee Meeting – Monday, April 10, 2013 – 6:00 p.m. in room 102 at the Jr. High School

Facility Committee Meeting – Monday, April 10, 2023 – 6:30 p.m. in room 102 at the Jr. High School

Executive Session for Personnel – Monday, April 10, 2023 – following the Work Session in room 102 at the Jr. High School

Finance Committee Meeting – Monday, April 17, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Next regularly scheduled Board Meeting – Monday, April 17, 2023 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

Education Committee Meeting – Monday, April 24, 2023 – 6:00 p.m. in room 102 at the Jr. High School



AGREEMENT FOR SERVICES

Between
Octorara Area School District
And
CCRES

THIS AGREEMENT, dated as of April 4, 2023 is entered into by and between Octorara Area School District, a Pennsylvania public school entity having an address at 228 Highland Road, Suite 1, Atglen, PA 19310 ("OASD"); and CCRES, a Pennsylvania nonprofit corporation having an address at 406 Boot Road, Downingtown, PA 19335 ("CCRES").

BACKGROUND:

WHEREAS, OASD provides educational services, instructional support services and other similar services; and

WHEREAS, CCRES is organized to provide educational services, instructional support services and other similar services on a regional basis; and

WHEREAS, OASD hereby desires to engage CCRES to provide certain services to OASD at the request and direction of OASD, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and intending to be legally bound hereby, OASD and CCRES hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date hereof and shall terminate on June 30, 2023. Notwithstanding the termination of this Agreement, certain provisions in this Agreement may survive termination.
2. **Services of CCRES.** OASD hereby agrees to engage CCRES and CCRES hereby agrees to be engaged by OASD, as an independent contractor to provide the services identified on Proposal from CCRES (Schedule "A") hereto (the "Services") for OASD at the request or direction of OASD. OASD and CCRES may change the Services to be provided by CCRES or OASD hereunder, from time to time, by preparing, executing and affixing a new Schedule "A" hereto, whereupon the services described on the new Schedule "A" shall be deemed to be the Services to be provided by CCRES to OASD hereunder. CCRES shall timely complete all Services in a high-quality manner consistent with the requirements of this Agreement.
3. **Compensation for Services.** For and in consideration of the provision of the Services by CCRES as provided herein, OASD shall pay to CCRES the fees (the "Fees") for such Services as are set forth on Schedule "B" hereto.

- a. In the event that the Public School Employees' Retirement System (PSERS) imposes any employer charges directed to CCRES as the result of providing any services to OASD, OASD shall be responsible to pay any and all such penalties or contribution charges to CCRES in accordance with the payment of fees provision set forth above. This provision shall also survive termination of this Agreement or the term of this Agreement.
 - b. CCRES shall secure, renew, and remain in compliance with the Act 34 Pennsylvania Criminal History Background Check, Act 114 FBI Clearance, Act 126 Mandated Reporter Training, Act 151 Child Abuse Clearance, Act 168 of 2014, and any other legally required clearances and will provide documentation of compliance upon request for all hired Educational Consultants contemplated under this Agreement. No service provider shall be permitted onto a District facility without CCRES first providing satisfactory written evidence of each clearance listed above.
4. **Payment of Fees.** CCRES shall submit bi-weekly written invoices to OASD for the Fees payable for the Services provided during the previous month. All Fees payable by OASD to CCRES shall be paid by OASD within thirty (30) calendar days following receipt by OASD of an invoice from CCRES therefor. All invoices from CCRES to OASD shall be accompanied by such time records and other documentation as shall be reasonably necessary for OASD to confirm the Services provided by CCRES and the Fees payable in connection therewith, and otherwise in a form agreed by CCRES and OASD. If there is a dispute concerning any invoice, OASD shall withhold only the amount in dispute until the dispute is resolved.
5. **Relationship of Parties; Performance of Services.**
- a. It is hereby understood and agreed that CCRES is, and in performing the Services under this Agreement, acting in the capacity of, an independent contractor of OASD, and that CCRES is not an agent, servant, partner, joint venture, shareholder or employee of OASD. Subject to any reasonable rules and regulations established by OASD with regard to the performance of Services, CCRES shall be free to exercise CCRES' discretion and judgment as to the manner in which CCRES performs the Services hereunder. CCRES hereby acknowledges that CCRES has been advised by OASD that, as an independent contractor of OASD under this Agreement, CCRES is responsible for the payment of all CCRES's own Federal taxes and those of its employees, including, but not limited to, income and self-employment taxes (FICA), together with any and all corresponding Federal, state and local employment and other taxes, if any, and CCRES hereby agrees to promptly satisfy such obligations. CCRES hereby waives and releases OASD from any claim which CCRES has or may have against OASD now or in the future respecting such taxes on behalf of CCRES and/or employees of CCRES.
 - b. Each party hereto shall advise its employees that they are not the employees of the other party hereto, and are not entitled to such employment, unless and until such employees are hired by the Board of Directors or the other party hereto and they are notified in writing to that effect. In no event shall CCRES and OASD be deemed "joint

employers.” Each of the parties hereto are solely responsible to hire, assign, promote, discipline, and terminate its own employees.

- c. CCRES is responsible to hire and assign its employees or contractors to carry out the duties CCRES is contracted to perform for, or on behalf of OASD under the terms of and conditions of this Agreement.
- d. At its sole discretion, OASD may, without cause or prejudice, deny placement of a CCRES employee or cause removal of a CCRES employee or contractor working at the District.
- e. OASD shall not refuse to accept the assignment of any CCRES employee or contractor, and CCRES shall not refuse to hire, discipline, fire or otherwise deal with any employee or prospective employee or contractor on the basis of the employee’s race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
- f. All CCRES employees will require to comply with Pennsylvania Department of Education’s Act 126 – Child Abuse Recognition and Reporting Act, Act 168 of 2014, and Act 22 – Special Education Services and Programs. The OASD shall assist in coordinating educational opportunities for CCRES employees serving within the District and reimburse CCRES for costs associated with the training sessions.
- g. CCRES will solicit the input from the OASD’s supervising employee and incorporate said input into the annual performance evaluation for CCRES employees assigned to the District.
- h. CCRES shall be responsible to OASD for acts and omissions of CCRES’ employees or contractors and their respective agents and employees, and other persons and entities performing any of the Services for or on behalf of CCRES or any of its contractors. CCRES shall enforce strict discipline and good order among its employees, contractors and other persons performing the Services.
- i. Neither party has the authority or power to, and shall not represent itself to have the power to, pledge, assign, bind, waive or otherwise obligate the other party hereto or any of its officers, directors, employees, agents, representatives, members, assets, properties or rights.
- j. CCRES shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Services and shall comply with and give any and all notices required by any and all applicable laws, ordinances, rules, statutes, regulations and lawful orders (collectively “Laws”), or any courts, municipal, public or other Federal, state and/or local governmental bodies, agencies or authorities (collectively, “Governmental Bodies”). CCRES shall perform the Services in strict accordance with all applicable laws.

6. **Indemnification**. To the fullest extent permitted by applicable Laws, CCRES shall and hereby agrees, for itself and its successors and assigns, to indemnify, hold harmless and, if so

requested, defend OASD and its employees, officers, directors, agents, representatives and their respective heirs, executors, administrators, personal representatives, successors and assigns (collectively, the “Indemnitees”) from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes for action, costs and expenses (including reasonable attorney’s fees) arising out of or related to: (i) the Services, (ii) the actions or inactions of CCRES and/or its employees, contractors and agents, and (iii) the breach by CCRES or any agreement, covenant, representation or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees.

7. Insurance

- a. Unless waived in writing by OASD, CCRES shall purchase from and maintain with a reputable company or companies lawfully licensed and authorized to do business in the Commonwealth of Pennsylvania, upon such terms and conditions as are satisfactory to CCRES, in its sole discretion, the following policies of insurance:
 - i. comprehensive commercial liability insurance insuring against claims for damages resulting from bodily injury, sickness, disease of any person and claims for damages or injury to or destruction of property, and all other claims customarily covered under a comprehensive policy, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and subject to an aggregate limit of Three Million Dollars (\$3,000,000.00) per annum;
 - ii. worker’s compensation insurance in such amounts and upon such terms as may be required under any worker’s compensation, disability benefit or other similar employee benefit Laws; and
 - iii. insurance against claims of any Indemnitee pursuant to the indemnification provisions of this Agreement, subject to a limit satisfactory to CCRES in its sole discretion.
- b. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Services until the date of final payment of the Fee. Certificates of insurance, evidencing the insurance required herein, shall be filed with OASD prior to commencement of the Services, and as otherwise requested by OASD (together with a certified copy of the policy, if so requested). The certificates of insurance provided to OASD hereunder shall provide that coverage afforded under the applicable policies will not be cancelled, modified or allowed to expire until at least thirty (30) days’ prior written notice has been given to OASD.
- c. CCRES hereby waives all rights of subrogation against the Indemnitees for damages to the extent covered by insurance maintained or required to be maintained by CCRES hereunder. All policies of insurance secured by CCRES hereunder shall include waivers of subrogation against the Indemnitees.

8. Nondiscrimination/Sexual Harassment/American with Disabilities Act

During the Term, CCRES hereby agrees as follows:

- a. In the hiring of any employees for the performance of any of the Services, CCRES, or any person acting on behalf of CCRES, shall not discriminate by reason of race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
 - b. Neither CCRES, nor any person acting on behalf of CCRES, shall discriminate against or intimidate any employee involved in the performance of work or any activity required under this Agreement on account of race, color, gender, gender identification, religion, national origin, disability that can be reasonably be accommodated for any other illegal reason.
 - c. CCRES shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. A copy of this policy and all updates thereto shall be provided to OASD.
 - d. CCRES understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from providing or receiving any Services under this Agreement on the basis of a disability that can reasonably be accommodated.
9. **Intellectual Property.** Neither OASD nor CCRES shall assert any ownership rights in any of the intellectual property of the other party, their subcontractors and/or suppliers. OASD hereby grants to CCRES a royalty-free, non-exclusive, non-transferable license for use of any of OASD's intellectual property to the extent necessary for CCRES to provide the Services as contemplated under this Agreement.
10. **Assignment and Subcontracting.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns. CCRES shall not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without prior written consent of OASD, which consent may be withheld at the sole discretion of OASD. CCRES shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without prior written consent of OASD, which consent may be withheld at the sole discretion of OASD.
11. **Termination.** OASD and CCRES shall each have the right to terminate this Agreement, for any or no reason, at any time or at such a new superintendent assumes the role for the school district. At time of termination by either party, CCRES shall promptly cease performance of the Services except for those Services reasonably required to transition responsibility for said Services over to OASD and shall provide an accounting thereof through the termination date.
12. **Dispute Resolution.** All disputes under this Agreement shall be addressed pursuant to the following procedures unless specifically stated otherwise:

- a. A party shall give written notice of the dispute and a request that the other party cure the disputed event within ten (10) business days of such party's receipt of such notice. Such notice shall specify the nature of the disputed event or default. If, within the foregoing ten (10) business day period, the recipient of the notice notifies the party providing the notice that it has commenced and will diligently prosecute the cure of such disputed event or default, and in fact continues with due diligence to cure the disputed event or default, then the cure period shall be extended for a reasonable period of time to cure the disputed event or default.
- b. If a disputed event or default is not cured in accordance with Subsection 12.a. above, then the parties shall convene a mediation panel within twenty-eight (28) days following the lapse of the cure period provided for therein. The panel shall be composed of a representative of each party and, upon the demand of either one, a mutually-acceptable third person. In the event of a party's failure to agree to any proposed third person within fourteen (14) days of a written proposal, the two (2) mediators shall select the third mediator. The decision of the mediators shall issue within sixty (60) days following appointment of the full panel of mediators, unless otherwise agreed to by all mediators, which decision shall be advisory only and shall be non-binding on the parties. Each party shall bear its own costs, fees and expenses of the mediation, and the fees of the mediators shall be split equally by the parties hereto.
- c. Failing a satisfactory resolution of the mediation, either party may, after seven (7) days following the decision of the mediators, and as the sole remedy of the aggrieved party, commence litigation of the dispute, which shall be conducted pursuant to the commercial dispute resolutions rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on all parties and shall be deemed to be a final adjudication which is enforceable in the courts of the Commonwealth of Pennsylvania.

13. Miscellaneous

- a. All schedules, exhibits and attachments hereto are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within in.
- b. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and effective when delivered personally or by certified mail, postage prepaid, return receipt requested or overnight courier or confirmed facsimile transaction, addressed to the address for such party set forth above, or to such other place and with such other copies as either party may designate as to itself by written notice to the others listed above.
- c. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with and governed by the applicable Laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. It is expressly agreed and stipulated that this Agreement is deemed to have been made in Chester County, Pennsylvania. Any action or proceeding seeking to enforce any

provision of, or based on any right arising out of this Agreement may be brought against either of the parties solely in the courts of the Commonwealth of Pennsylvania in and for the County of Chester. The parties hereto consent and hereby submit to jurisdiction of said courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein: provided, however, that OASD may commence suit in any other forum if necessary, to protect or enforce its rights hereunder. Process in any action or proceeding referred to in the preceding sentence may be served on any party, by certified mail in lieu of personal service.

- d. This Agreement, together with all schedules and exhibits hereto, constitutes the entire Agreement among parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby.
- e. This Agreement is for the benefit of, and may be enforced only by the parties hereto and their respective affiliates, and is not for the benefit of, and may not be enforced by, any other party, except the Indemnitees or as otherwise expressly provided herein.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.
- h. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- i. All costs and expenses incurred in connection with negotiation, preparation, execution, delivery, performance and enforcement of this Agreement and consummation of the transactions contemplated hereby shall be borne and paid by the party incurring such expenses.
- j. The rights and remedies of the parties to this Agreement are cumulative and not exclusive of any rights or remedies which the parties would otherwise have. No single or partial exercise of any such right or remedy by a party, and no discontinuation of steps to enforce any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such party.
- k. All covenants and agreements of the parties set forth herein shall continue in full force and effect from and after the date hereof until such date as all of such covenants and agreements have been satisfied in full or waived, or this Agreement has otherwise

been terminated, except for such covenants and agreements as survive such termination by their own terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, intending to be legally bound, as of the day and year first above written.

CCRES

By: _____
CCRES Executive Director

Date: _____

By: _____
CCRES Board Chairperson

Date: _____

OASD

By: _____
OASD Superintendent

Date: _____

By: _____
OASD Board President

Date: _____

Schedule "A"

SERVICES

1. CCRES will provide the following Consultant as shall be needed to provide appropriate Superintendent/Administrative Services to the OASD. The Consultant Services to be provided by CCRES includes:
 - a. Educational Consultant
 - i. Dr. James Scanlon - Administrative Consultant, effective: April 17, 2023 through April 30, 2023
 - ii. Dr. James Scanlon – Interim Superintendent, effective: May 1, 2023 through June 30, 2023
2. In addition to the other duties and responsibilities of CCRES as set forth herein, it is agreed by the parties that CCRES, as the common law employer, will provide appropriate human resources and management services with respect to its employees or contractors assigned to staff the OASD Program. These services shall include, without limitation, recruitment, interviewing, paying, supervising (subject to the District's right under this Agreement to reject specific service providers), and training as required and mutually agreed upon.

Schedule “B”

FEES

1. From April 11 – June 30, 2023 (or less depending on the needs of the OASD), the fees to be remitted to CCRES by OASD for the Superintendent/Administrative Services, shall consist of per diem rate of service performed by the respective consultant as follows:

<u>Employee/Consultant Position</u>	<u>Fee</u>
Educational Consultant Dr. James Scanlon	\$1260 per diem

Revised
SERVICE AGREEMENT

Client

Octorara Area School District
228 Highland Road, Suite 1 | Atglen, PA 19310

**Services to be
Provided**

Octorara Area School District (OASD) has requested that the Chester County Intermediate Unit (CCIU) provide on-site content knowledge support for the OASD Career and Technical Education (CTE) Computer Technologies course. One (1) CCIU technology specialist will be on-site in the classroom from 7:30 am – 11:30 am to consult with the teacher of record and provide computer technology content expertise. CCIU will provide:

- A technology specialist
- Technical content expertise
- Hands-on assistance with technology assembly and disassembly
- Guidance to the teacher and students on troubleshooting technical issues
- Examples drawing from real-world experience

OASD will provide:

- A certified teacher
- Assignments
- Formative and summative assessments
- Attendance, discipline, classroom management, and other student accountability measures

Date(s) of Service

March 8, 2023 – June 8, 2023

Location of Service

Octorara Area Senior High School | 226 Highland Rd. | Atglen, PA 19310

Fees

CCIU will provide one (1) technology specialist at a rate of \$80 per hour, for four (4) hours on-site and two (2) planning hours per day, for a total of \$480 per day of service. CCIU will issue an invoice monthly for the days of service. The total estimated fee for the duration of this service agreement is \$27,840 (\$480 per day, 58 instructional days).

Additional hours of support, up to seven and one half (7.5) hours per day, will be charged at a rate of \$80/hour. Hours worked above seven and one half (7.5) hours per day will be charged at an overtime rate of \$120/hour.

Terms

Signature below indicates that this agreement has been received, read, understood, and its provisions accepted. Return one signed copy of this agreement to Ann Marie Franciscus, Innovative Educational Services, CCIU, 455 Boot Road, Downingtown PA 19335, or AnnMarieF@cciu.org.

Approvals

CCIU Contact

Client

Bonnie J. Wolff 3/15/2023
Signature Date

Bonnie J. Wolff
Board President
Chester County Intermediate Unit

Signature Date

Michele M. Orner, Ed.D.
Superintendent of Schools
Octorara Area School District
610-593-8238 ext. 30510
morner@octorara.org


Legal Services Consultation Agreement

For the retainer stated below, Sweet, Stevens, Katz & Williams LLP ("SSKW") will provide the following services to the Octorara Area School District ("District") during the 2023-2024 school year:

1. Andrew E. Faust ("Faust"), Rose E. McHugh ("McHugh") or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide telephone and electronic mail advice and opinions concerning special education, ESSA compliance, student services, and student civil rights issues to the administrator or administrators designated by the District as the contact. When appropriate and as often as possible, in accordance with current practice, electronic mail opinions and advice, policies, guidelines, forms and worksheets, handouts and outlines, and other material of universal applicability or interest will be shared with the SSKW pool counsel community, as well as members-only access to our pool counsel "resource room" library of past opinions at www.sweetstevens.com.
2. Faust, McHugh or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide up to two half-day, face-to-face consultations and file reviews with District special education and student services administrators each month. Scheduling of consultations and file reviews will be on a first come, first served basis.
3. Faust, McHugh or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide or participate in up to five staff, Board, or parent training sessions, in-services, or group meetings concerning special education, ESSA compliance, student services, and student civil rights issues, with the specific topics and nature and size of each such training, in-service, or meeting to be determined solely by the District. Use of "micro-training"—training concerning a single or narrow topic delivered to a small audience for whom the training is uniquely suited or necessary—is encouraged. Scheduling of training, in-services, and meetings will be on a first come, first served basis.
4. The District may interchange services described in paragraphs 2 and 3, provided the total number of consultations, file reviews, training sessions, in-services, and group meetings does not exceed fifteen.

The substitution of any attorney for Faust or McHugh in the performance of any of the foregoing duties shall occur only with the prior approval of the District. This arrangement does not include representation in administrative or judicial proceedings. Arrangements for such representation must be made separately with SSKW.

In consideration of the foregoing services and commitments, the District shall pay to SSKW the sum of six thousand five hundred dollars (\$6,500.00), payable in a single lump sum or ten equal monthly installments, as the District shall designate in writing.



3/11/2023

Andrew E. Faust
Sweet, Stevens, Katz & Williams LLP

Date

Authorized Agent
Octorara Area School District

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
OCTORARA AREA SCHOOL DISTRICT
AND
OXFORD AREA SCHOOL DISTRICT

This MEMORANDUM OF UNDERSTANDING, dated this 15th day of August, 2022, is entered into by and between the OCTORARA AREA SCHOOL DISTRICT (hereinafter referred to as "OASD"), and the OXFORD AREA SCHOOL DISTRICT.

Recitals

WHEREAS, OASD offers a Homeland Security, Law Enforcement, Firefighting, Emergency Medical, and Related Protective Services Program to its students and other students at the Chester County Public Service Campus located at 137 Modena Road in Coatesville, Pennsylvania; and

WHEREAS, OASD's program is certified by the Pennsylvania Department of Education (PDE) as CIP Code 43.999; and

WHEREAS, OASD's program is classified by Pennsylvania's Bureau of Career and Technical as a Program of Study and is described as follows "an instructional program that prepares individuals to apply technical knowledge and skills required to perform entry level duties as police officer, fire fighter, paramedic, and other safety service. This program stresses the techniques, methods, and procedures peculiar to the area of criminal justice and fire protection especially in emergency and disaster situations. Physical development and self-confidence skills are emphasized due to the nature of the specific occupations. In addition to the application of mathematics, communication, science and physics, students receive training in social and psychological skills, map reading, vehicle and equipment operations, the judicial system, pre-hospital emergency medical care and appropriate emergency assessment, treatment, and communication;" and

WHEREAS, OASD's program offers students opportunities to take the National Occupational Competency Testing Institute Exam, complete 75 or more nationally and state accredited industry certifications, and earn up to 50+ college credits; and

WHEREAS, PDE CIP Code 43.9999: Homeland Security, Law Enforcement, Firefighting, and Related Protective Services Program is not available at any branch of the Chester County Intermediate Unit's Technical College High School; and

WHEREAS, as noted in 22 Pa. Code § 4.23 (d)(1) if a school district or the career and technical center in which the district participates, does not offer a specific career and technical education program, the district of residence can work with another school district or career and technical center to make this program available to interested students and pay for this education; and

WHEREAS, School Code Section 18-1809, 24 P.S. 18-1809, requires that a district of residence pay tuition for a resident student admitted to a career and technical education program operated by another school district if district of residence does not offer the type of training desired by the resident student, and Oxford Area School District does not offer the type of training provided by OASD's Program;

WHEREAS, OASD wishes to extend the invitation to eligible students in grades 10, 11 and 12 from Oxford Area School District the opportunity to participate in its Homeland Security, Law Enforcement, Firefighting, Emergency Medical, and Related Protective Services Program beginning with the 2022-23 school year; and

WHEREAS, OASD has established a tuition rate for the 2022-2023 school year of \$10,378 per student, comparable to what the Chester County Intermediate Unit charges for career and technical education programming. Increases in tuition for future years will align to rates charged by the Chester County Intermediate Unit; and

WHEREAS, OASD agrees to the following stipulations as requested by Oxford Area School District;

Program Details: (1) The Program's schedule will permit students to enroll in periods 1-4 at their Oxford High School. Students will enroll in English, Science, Social Studies, and Mathematics courses at their home high school. Oxford Area School District acknowledges that there are state and national certification days during the Program that require attendance by students in the morning. Oxford Area School District will permit enrolled students to attend full day on the state and national certification days. (2) Health and Physical Education requirements will be fulfilled by participation in the Program. (3) Any requests for changes to the Program schedule should be requested by April of the preceding year. OASD will provide Oxford Area School District with its academic calendar including any OASD breaks or holidays as soon as it is approved by the OASD Board of Directors. (4) The Program offered to Oxford Area School District students shall be identical to that offered to OASD students.

Student Eligibility: (1) The student is enrolled in grades 10, 11 or 12. (2) The student meets the admission criteria established by OASD for the Program and is accepted into the Program.

Discipline and Attendance: (1) OASD will adhere to the discipline and attendance policies of the Oxford Area School District for Oxford Area School District students enrolled in the Program. (2) OASD will promptly notify Oxford Area School District of any disciplinary incidents involving Oxford Area School District students. (3) OASD shall keep attendance records of Oxford Area School District student attendance and share them with Oxford Area School District on a marking period basis or whenever a student has been deemed truant.

Supplies and Uniforms: OASD will provide enrolled Oxford Area School District students

with ordering information of the required supplies and uniforms. All costs for supplies and uniforms will be the student's responsibility.

Faculty/Instructors: (1) OASD will ensure that all instructors are properly certified to teach the program and are eligible for employment in a public school setting. (2) OASD's Program instructors shall not be considered to be employees or independent contractors of Oxford Area School District by virtue of their involvement in the Program. (3) In the event a student with an I.E.P. or Section 504 plan participates in the Program, Oxford's Special Education Supervisor will coordinate accommodations with OASD's Special Education Supervisor. (4) The parties and their respective employees shall comply with all disclosure and re-disclosure requirements for education records under the Family Educational Rights and Privacy Act and its regulations.

Transportation: The OASD will provide parking for Oxford Area School District students who transport themselves to the Program.

NOW, THEREFORE, both parties agree:

1. The above Recitals are incorporated herein by reference.
2. Oxford Area School District will communicate with its students and parents concerning the availability of OASD's program and upon acceptance of the student into the Program will pay the tuition rate for its students.
3. This memorandum of understanding will remain in effect until (a) OASD chooses to cease the operation of its Homeland Security, Law Enforcement, Firefighting, and Related Protective Services Program or (b) either party notifies the other party at least 90 days before the end of a school year of termination of the agreement effective at the beginning of the next school year.
4. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
5. This Agreement shall only be modified in writing with the same formality as the original Agreement.
6. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship other than that of independent contractors.
7. Except as stated herein, neither of the parties by this Agreement is any liabilities to the other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement. The provision shall not be construed to limit either parties' rights, claims, or defenses which arise as a matter of law or pursuant to any provisions of this Agreement.

8. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

OCTORARA AREA SCHOOL DISTRICT:

Superintendent of Schools Date

Board of Directors Date President,

OXFORD AREA SCHOOL DISTRICT:

_____
Superintendent of Schools Date Aug 15, 2022

_____
Board of Directors Date President,



Book	Policy Manual
Section	100 Programs
Title	Home Education Programs
Code	137
Status	Second Reading
Adopted	December 14, 2020

Authority

Home education programs for students of compulsory school age residing in the district shall be conducted in accordance with state law and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Definitions

Appropriate education - a program consisting of instruction in the required subjects for the time required by law and in which the student demonstrates sustained progress in the overall program.[\[2\]](#)

Hearing examiner - shall not be an officer, employee or agent of the Department of Education or of the district or intermediate unit of residence of the child in the home education program.

Home education program - a program conducted in compliance with law by the parent/guardian or person having legal custody of a child. A home education program shall not be considered a nonpublic school under the provisions of law.

Supervisor - the parent/guardian or person having legal custody of a child who is responsible for providing instruction, provided that such person has a high school diploma or its equivalent.

Delegation of Responsibility

The Superintendent or designee shall develop and distribute administrative regulations for registering and monitoring home education programs and maintaining appropriate records in accordance with law.

Guidelines

Notarized Affidavit

Prior to the commencement of the home education program, and annually thereafter on or before August 1, the parent/guardian or other person having legal custody of the child or children shall file a notarized affidavit with the Superintendent, ~~setting forth~~ which contains certification that the supervisor of the home education program and all adults living in the home and persons having legal custody of a

child or children in the home education program have not been convicted of criminal offenses enumerated in School Code, in accordance with law. The affidavit shall include ~~all the~~ information required by law.[\[2\]](#)

Instructional Program

The instructional program for home education students shall include such courses as required by law.[\[2\]](#)

Loan of Instructional Materials

At the request of the supervisor, the district shall lend to the home education program copies of the school's planned courses, textbooks and curriculum materials appropriate to the student's age and grade level.[\[2\]](#)

Student Portfolio and Evaluations

For each student participating in the home education program, the supervisor shall:[\[2\]](#)

1. Maintain a portfolio of records and materials in accordance with applicable law.
2. Provide an annual written evaluation of the student's educational progress in accordance with the provisions of applicable law.

Graduation Requirements

The following minimum courses in grades 9 through 12 are established as a requirement for graduation in a home education program: four (4) years of English; three (3) years of mathematics; three (3) years of science; three (3) years of social studies; and two (2) years of arts and humanities.[\[2\]](#)

Diplomas

Students who complete all of the graduation requirements of the home education program shall receive a high school diploma issued by the supervisor or an approved diploma-granting organization.[\[2\]](#)

Students With Disabilities

A home education program meets compulsory attendance requirements for a student with a disability only when the program addresses the specific needs of the student and is approved by a teacher with a valid Pennsylvania certificate to teach special education, a licensed clinical psychologist or a certified school psychologist. Written notice of such approval must be submitted with the required affidavit.[\[1\]](#)

The supervisor may request that the district or intermediate unit of residence provide services that address the specific needs of a student with a disability.[\[1\]](#)

When the provision of services is agreed to by both the supervisor and the district or intermediate unit, all services shall be provided in ~~district~~ public schools or in a private school licensed to provide such programs and services.[\[1\]](#)

Appropriate Education/Compliance Determination

A home education evaluator shall certify that an appropriate education is occurring in the home education program. The supervisor shall submit the certification to the Superintendent by June 30 of each year. If the supervisor fails to submit the certification, the Superintendent shall send a letter to the supervisor notifying the supervisor that s/he has ten (10) days to submit the certification.[\[2\]](#)

If the Superintendent has a reasonable belief at any time during the school year that appropriate education may not be occurring in the home education program, ~~s/he~~ the Superintendent may submit a letter to the supervisor requiring an evaluation be conducted and that an evaluator's certification stating that an appropriate education is occurring shall be submitted to the district by the supervisor within thirty (30) days. The letter shall include the basis for the Superintendent's reasonable belief.[\[2\]](#)

If the Superintendent has a reasonable belief that the home education program is out of compliance, ~~s/he~~ the Superintendent shall submit a letter to the supervisor requiring a certification be submitted within thirty (30) days indicating the program is in compliance. The letter shall include the basis for the Superintendent's reasonable belief.[\[2\]](#)

As required by law, all letters shall be sent by certified mail, return receipt requested, and the time for submission of the requested documentation begins upon receipt of the letter.[\[2\]](#)

Hearings

If the supervisor fails to submit a certification as required, the Board shall provide a hearing by a qualified and impartial hearing examiner within thirty (30) days.[\[2\]](#)

If the hearing examiner finds that an appropriate education is not taking place in the home education program, the home education program will be determined out of compliance; and the student will be enrolled promptly in ~~the district~~ a public school, a nonpublic school or a licensed private academic school.[\[2\]](#)

If a home education program has been determined to be out of compliance, the supervisor or spouse of the supervisor of the home education program is prohibited by law from supervising a home education program for that child or children for a period of twelve (12) months from the date of such determination.

Appeal

The supervisor or Superintendent may appeal the decision of the hearing examiner to the Secretary of Education, Commonwealth Court or Court of Common Pleas. The home education program may continue during the appeals process.[\[2\]](#)

Transfers

If a home education program is relocating to another Pennsylvania school district, the supervisor must request from the Superintendent a letter of transfer for the home education program. The request must be made by registered mail thirty (30) days prior to relocation.[\[2\]](#)

The Superintendent shall issue the letter of transfer within thirty (30) days after receipt of the supervisor's registered mail request.[\[2\]](#)

The supervisor shall file the letter of transfer with the Superintendent of the new district of residence.[\[2\]](#)

If a home education program is out of compliance, the Superintendent shall inform the home education supervisor and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.[\[2\]](#)

If a home education program is in hearing procedures, the Superintendent shall inform the home education supervisor, hearing examiner and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.[\[2\]](#)

If the Superintendent is informed of pending proceedings related to a home education program relocating from a previous district to ~~the~~ this district, ~~s/he~~ the Superintendent shall continue the home education program until the appeal process in the previous district is finalized.[\[2\]](#)

Legal

[1. 24 P.S. 1327](#)

[2. 24 P.S. 1327.1](#)

[3. 22 PA Code 11.31a](#)

[24 P.S. 111](#)

[22 PA Code 11.33](#)

Pol. 203

Pol. 209



Book	Policy Manual
Section	100 Programs
Title	Extracurricular Participation by Home Education Students
Code	137.1
Status	Second Reading
Adopted	December 14, 2020

Authority

The Board ~~shall~~ approves participation in the district's extracurricular activities and interscholastic athletic programs by a student enrolled in a home education program who meets all the ~~conditions~~ requirements stated in law and Board policy.^{[1][2][3][4][5]}

The Board shall not provide individual transportation for students enrolled in home education programs who participate in the district's extracurricular activities or interscholastic athletic programs. When the district provides transportation to and from an away competition, game, event or exhibition and requires district students to use district transportation, home education students shall be required to use the transportation provided by the district.

The Board may require the home education program to pay the cost of the expenses for a home education students' participation in the district's extracurricular activities or interscholastic athletic programs, when the same is expected of district students.

Guidelines

Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district extracurricular activities and interscholastic athletic programs.

A home education student may participate in extracurricular activities and interscholastic athletic programs only at the school building the student would be assigned to if s/he was enrolled in the district.

Prior to trying-out or joining an activity, a home education student shall submit required documents and written verification of eligibility to the building principal or designee. Verification may include, but not limited to, attendance records, weekly grades or academic achievement or other documents demonstrating completion of eligibility criteria.

To be considered in attendance in accordance with Board policy, the home education student must participate in a full, normally scheduled academic program, in accordance with the planned home education program and submitted documentation.^{[5][6]}

The following conditions shall govern participation in the district's extracurricular activities and interscholastic athletic programs by home education students, who shall:

1. Be a resident of the district.
2. Meet the required eligibility criteria.[3][4]
3. Maintain appropriate insurance coverage, consistent with the coverage requirements for district students.[4]
4. Comply with Board policies and school rules and administrative regulations regarding extracurricular activities, interscholastic athletics, and student discipline conduct.[3][4][7]
5. Comply with policies, rules and regulations, or their equivalent, of the activity's governing organization.[1][2]
6. Meet attendance and reporting requirements established for all participants of the activity or program.[6]
7. Meet the requirements for physical examinations and physical fitness and any height and/or weight restrictions.[2][4]
8. Comply with all requirements and directives of the district staff, coaches, activity advisors, and administrators involved with the extracurricular activity or interscholastic athletic program.

Delegation of Responsibility

The ~~building principal~~ Superintendent or designee shall ~~ensure that home education students have access to information regarding the district's extracurricular activities and interscholastic athletic programs~~ post information regarding the availability of the district's extracurricular activities and interscholastic athletics programs, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.

The building principal or designee shall receive and review verification from the parent/guardian or home education supervisor that a student has met and continues to meet the established eligibility criteria for an extracurricular activity or interscholastic athletic program.

The building principal or designee shall distribute information regarding eligibility criteria and student participation in extracurricular activities and interscholastic athletics ~~to all affected by them,~~ and information on the dates and times of physical examinations or medical tests provided to students by the district. Such information shall be distributed through student handbooks, other publications and on the district's publicly available website.

Legal

[1. 24 P.S. 511](#)

[2. 24 P.S. 1327.1](#)

3. Pol. 122

4. Pol. 123

5. Pol. 137

6. Pol. 204

7. Pol. 218



Book	Policy Manual
Section	100 Programs
Title	Participation in Cocurricular Activities and Academic Courses by Home Education Students
Code	137.2
Status	Second Reading

Authority

The Board approves participation in the district's cocurricular activities and academic courses by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Definition

Cocurricular activities - district activities that merge extracurricular activities with a required academic course, including but not limited to, band, orchestra and other activities that include a for-credit component that takes place during the school day.[\[1\]](#)[\[2\]](#)[\[4\]](#)

Guidelines

Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district cocurricular activities and academic courses in accordance with Board policy on the same basis as other students enrolled full-time in the district.[\[1\]](#)[\[6\]](#)[\[7\]](#)

~~{ } including Junior Reserve Officers' Training Corps (JROTC) units offered for credit.[\[8\]](#)~~

A home education student may participate in cocurricular activities and academic courses only at the school building the student would be assigned to if the student was enrolled in the district.

Prior to trying-out or auditioning for a cocurricular activity or enrolling in an academic course, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.[\[1\]](#)

The following conditions shall govern participation in the district's cocurricular activities and academic courses by home education students, who shall:

1. Be a resident of the district.
2. Meet the required eligibility criteria or their equivalent for the cocurricular activity or the prerequisites for the academic course.[\[1\]](#)[\[2\]](#)[\[9\]](#)

3. Comply with Board policies and ~~school~~ district rules and administrative regulations regarding student conduct in school and at ~~school~~ district-sponsored activities.[\[1\]](#)[\[2\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)
4. Comply with policies, rules and regulations, or their equivalent, of the cocurricular activity's governing organization, where applicable.
5. Meet attendance and reporting requirements established for all participants of the cocurricular activity or academic course, including any sign-in and sign-out procedures for school building attendance purposes. Home education students must participate in the full class period for an academic course, unless an exception has been granted in accordance with Board policy and ~~school~~ district rules.[\[14\]](#)
6. Comply with all Board policies, ~~school~~ district rules and requirements and directives of the district staff, activity advisors and administrators involved with the cocurricular activity or academic course.[\[1\]](#)

Academic Courses

Students attending home education programs are eligible to enroll in district academic courses in accordance with law and Board policy, and may participate in academic courses equaling up to one-quarter ($\frac{1}{4}$) of the school day for full-time district students.[\[1\]](#)

{X } Students enrolled in home education programs shall only be eligible to participate in cocurricular activities and/or academic courses that are scheduled in consecutive time periods during the school day if the student's parent/guardian is not able to provide supervision for the student between the scheduled cocurricular activities and/or academic courses.[\[1\]](#)

The district shall provide the student's home education program supervisor with a grade for each cocurricular activity and academic course completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.[\[1\]](#)[\[3\]](#)[\[15\]](#)

Transportation

Parents/Guardians of home education students shall be responsible for transportation of students participating in district cocurricular activities and academic courses, except that a home education student may utilize district transportation to or from school during the times a bus is otherwise already operating, and space is available.[\[1\]](#)

Delegation of Responsibility

The Superintendent or designee shall post information regarding the district's cocurricular activities and academic courses, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.

The building principal or designee shall request and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for a cocurricular activity or academic course.

~~{ } The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in district cocurricular activities and academic courses based on the established number of allowable participants in designated activities and courses.[1]~~

{ } Prioritization may be based on academic achievement, demonstration of skills or competencies, record of conduct, and other designated criteria. Students attending home education programs shall have an equal opportunity to compete for enrollment in district activities and courses, in accordance with established administrative regulations.[1][6][7]

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Legal

[1. 24 P.S. 1327.1](#)

2. Pol. 122

3. Pol. 137

4. Pol. 137.1

5. Pol. 137.3

6. Pol. 103

7. Pol. 103.1

[8. 10 U.S.C. 2031](#)

9. Pol. 105

10. Pol. 218

11. Pol. 222

12. Pol. 227

13. Pol. 235

14. Pol. 204

15. Pol. 212



Book	Policy Manual
Section	100 Programs
Title	Participation in Career and Technical Education Programs by Home Education Students
Code	137.3
Status	First Reading

Authority

The Board approves participation in a career and technical education program by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Students attending home education programs shall be eligible to participate in a career and technical education program

[Choose one or both options below, based on the district's career and technical education programs and the language in Policy 115.]

{X } at _____ (~~Career and Technical Center~~) a career and technical education program outside this district, in accordance with the Articles of Agreement and center admission policy and procedures, on the same basis as other district students.

{X } in this district, based on the requirements for admission to that program and Board policy, on the same basis as other district students.

Guidelines

Students attending home education programs shall be given an equal opportunity to [\[1\]](#)[\[3\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)
[Choose one or both options below, based on the district's career and technical education programs and the language in Policy 115.]

{X } apply for placement in available programs at _____ (~~Career and Technical Center~~); a career and technical education program outside this district.

{X } participate in district career and technical education programs.

Prior to enrolling in a career and technical education program, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.[\[1\]](#)

The following conditions shall govern participation in career and technical education programs by home education students, who shall:

1. Be a resident of the district.
2. Meet the required eligibility criteria or their equivalent or the prerequisites for the career and technical education program.[\[1\]](#)[\[4\]](#)[\[6\]](#)[\[9\]](#)
3. Comply with applicable policies and school rules and administrative regulations
[Choose one or both options below, based on the district's career and technical education programs and the language in Policy 115.]

{X } of _____ (~~Career and Technical Center~~) a career and technical education program outside the district

{X } of the district

regarding student conduct in ~~school~~ the district and at ~~school~~ district-sponsored activities.[\[1\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)

4. Meet attendance and reporting requirements established for all participants of the career and technical education program, including any sign-in and sign-out procedures for building attendance purposes. Home education students must participate in the required courses for the program on the same basis as students enrolled in the district, unless an exception has been granted in accordance with applicable Board policy and school or program rules.[\[14\]](#)

[Choose this option only for a career and technical education program operated by the district.]

{X } Students attending home education programs who enroll in a career and technical education program operated by the district shall be eligible to participate in the academic courses required for that career and technical education program in accordance with law and Board policy on participation in academic courses by home education students.[\[1\]](#)[\[6\]](#)

The

[Choose one or both options below, based on the district's career and technical education programs and the language in Policy 115.]

{X } _____ (~~Career and Technical Center~~) career and technical program outside the district

{X } district

shall provide the student's home education program supervisor with a grade for each career and technical education program course completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.[\[1\]](#)[\[5\]](#)[\[15\]](#)

Transportation

Students attending home education programs who participate in career and technical education programs may use district transportation to or from the career and technical education program during the times when district transportation is already operating, and space is available in addition to full-time district students.[\[1\]](#)

Delegation of Responsibility

The Superintendent or designee shall post information regarding the district's options for career and technical education programs, as well as a copy of this Board policy, on the district's publicly available website and provide information upon request by students enrolled in home education programs or their parents/guardians.

The building principal or designee shall request and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for participation in career and technical education programs.

~~{ } The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in career and technical education programs, ^[1]~~

~~**{Choose one or both options below, based on the district's career and technical education programs and the language in Policy 115.}**~~

~~{ } in accordance with the Articles of Agreement and the established number of allowable participants for designated programs at _____ (Career and Technical Center).~~

~~{ } based on the established number of allowable participants in designated district programs.~~

~~{ } Prioritization may be based on academic achievement, demonstration of skills or competencies, record of conduct, and other designated criteria. Students attending home education programs shall have an equal opportunity to compete for program enrollment, in accordance with established administrative regulations.^{[1][4][7][8]}~~

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Legal

[1. 24 P.S. 1327.1](#)

[2. 24 P.S. 1801](#)

[3. 22 PA Code 4.31](#)

4. Pol. 115

5. Pol. 137

6. Pol. 137.2

7. Pol. 103

8. Pol. 103.1

9. Pol. 105

10. Pol. 218

11. Pol. 222

12. Pol. 227

13. Pol. 235

14. Pol. 204

15. Pol. 212



Employee Handbook

Octorara Area School District
228 Highland Road
Suite 1
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610-593-8238

www.octorara.k12.pa.us

Approved:

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INTRODUCTION

The Octorara Area School District has a proud tradition of employing a talented and dedicated staff to support our school community. For our newer staff, we welcome you to the Home of the Braves, and for our more seasoned staff, we are grateful for your continued service to our families and students. Our sincere hope is that you will find personal satisfaction in the work and professional development opportunities.

As a member of the District's staff, you may have questions related to various policies, procedures, and practices. Therefore, the administration has created this Employee Handbook as a reference tool. This document is fully accessible online at www.octorara.k12.pa.us and can also be printed for easy access.

If you have any questions regarding this Handbook, you should contact the Human Resource office at 610-593-8238, extension 30503.

HANDBOOK DISCLAIMER:

This handbook is not a contract, express or implied, nor does it guarantee employment with the District for any specific period of time, nor does it supplant any terms of the District's employment contracts or guides. The provisions in this Handbook are not intended in any way to create any contractual obligations with respect to employment with the District.

This Handbook supersedes and replaces all previous District procedures including, but not limited to, all written guidelines which may have been issued on subjects covered in previous administrative regulations.

The information included in this Handbook are guidelines only and are subject to change at any time as the District deems appropriate and necessary, with or without notice. From time to time you may receive notice of new or modified policies, guidelines, procedures, benefits, or programs.

For specific information about employee benefits, please refer to the documents located in the [Human Resources Folder](#) in the Octorara Bookmarks.

DISCLAIMER-BARGAINING UNIT EMPLOYEES:

This Handbook works in conjunction with, and does not replace, amend or supplement, any terms or conditions of employment stated in the [collective bargaining agreement](#) that the Octorara Education Association (OAEA) has with the District. Employees whose positions are part of the bargaining unit should consult the terms of their collective bargaining agreement which is available at www.octorara.k12.pa.us under the School Board section on the main page.

Wherever employment terms in this Handbook differ from the terms expressed in the collective bargaining agreement with the District, employees should follow the specific terms of the collective bargaining agreement.

EMPLOYEE DESIGNATIONS:

The Pennsylvania School Code of 1949 distinguishes between “professional” and “non-professional” employees. Employees will see these designations throughout this Handbook.

Octorara values all of its employees and does not consider any of its employees as unprofessional. These legal designations of employee job classes must be used when identifying certain requirements and responsibilities of public school employees.

Professional Employees: Employees who are certificated as teachers, supervisors, principals, assistant principals, school counselors, school librarians, and school nurses. Qualified and competent substitutes for professional employee positions will be hired by the district in order to provide continuity in the educational programs, operations, and services of the schools.

Non-Professional Employees: Employees who are not defined as professional employees under the School Code. Support staff (secretaries, aides, technicians, maintenance workers, food service, and custodians) are designated as non-professional employees under School Code. Qualified and competent substitutes for non-professional employee positions will be hired by the district in order to provide continuity in the educational programs, operations, and services of the schools.

MISSION AND VISION STATEMENTS:

“The mission of the Octorara Area School District, through a partnership among school, community, and family, is to promote educational excellence in a safe, secure environment, empowering our students with the skills necessary to be successful, responsible members of society.”

The District’s vision is “Maximizing Every Learner’s Opportunities for Success.”

ORGANIZATION:

The Octorara Area School District is a rural, public school district located in Chester and Lancaster counties in Southeastern, Pennsylvania. It covers a distance of 80 square miles and is centrally located within 30 miles of Lancaster, Reading, and Wilmington, Delaware. Known as the Home of the Braves, Octorara was founded in 1956 and serves students from Atglen, Christiana Borough, Sadsbury Township, Parkesburg Borough, Highland Township, Londonderry Township, West Fallowfield Township, and West Sadsbury Township.

The Octorara Area School District’s educational program is organized into four age appropriate levels: Octorara Primary Learning Center (grades K-2), Octorara Elementary School (grades 3-4), Octorara Intermediate School (grades 5-6), and Octorara Junior-Senior High School (grades 7-12). High school students can attend Chester County’s Technical College High School or participate in the District’s 11 approved in-house career and technical education

programs. The District also operates a Virtual Academy and offers a wide variety of athletic and extracurricular opportunities.

Approximately 2100 students are enrolled in the District. Octorara's schools and students are recognized for their outstanding achievement in academics, athletics, and in the arts. The District is committed to preparing students for life after high school by supporting every learner's academic, technical, and social/emotional growth. The mission and vision of Octorara has held steadfast as has the District's focus on continuous improvement.

EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY:

The Octorara Area School District is committed to a policy of non-discrimination in recruiting, hiring, placement, promotion, compensation, and other terms and conditions of employment. The District provides all persons equal access to all categories of employment, regardless of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, genetic information, pregnancy, or handicap/disability. The District shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations. Announcement of this policy is in accordance with state and federal laws, including Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

Employees and third parties who believe they or others have been subject to discrimination should promptly report such incidents to the Superintendent 228 Highland Rd Ste 1, Atglen, PA 19310, telephone 610-593-8238. Verbal and written complaints of discrimination shall be investigated promptly, and appropriate corrective action shall be taken when allegations are substantiated.

AMERICANS WITH DISABILITIES ACT:

The District will provide reasonable accommodations to qualified disabled applicants and employees in a manner consistent with applicable state and federal law, including the Pennsylvania Human Relations Act and the Americans with Disabilities Act. Applicants or employees who believe they have a mental or physical disability and require reasonable accommodations to perform the essential functions of their job should immediately notify their supervisor. Unlawful discrimination in employment decisions against individuals with disabilities is a violation of state and federal law and school board policy.

UNLAWFUL HARASSMENT:

The Octorara Area School District is committed to maintaining a working environment free from sexual harassment and harassment based on race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, genetic information, pregnancy, or handicap/disability ("protected characteristics"). Sexual harassment and harassment based on any protected characteristics at school or any school-sponsored event or activity is prohibited.

School personnel shall not sexually harass a student, school personnel or other person, or harass a student, school personnel, or other person based on any protected characteristics. Furthermore, school personnel shall not assist, encourage, or knowingly permit sexual harassment, or harassment based on a protected characteristic of a student, school personnel, or other person.

Employees and other persons who have been harassed or witnessed harassment should promptly report such incidents to the Superintendent's office and/or other designated administrators. For more information, please review school board policy #104 Nondiscrimination/Discriminatory Harassment-Employment Practices at [BoardDocs® PL](#)

RECRUITMENT/VACANCIES/HIRING:

The Octorara Area School District makes every effort to attract and retain the best possible staff in the District's schools and offices. It is the responsibility of the Superintendent, with the assistance of other District administrators, to determine the personnel needs of the District and to locate suitable candidates to recommend for employment.

All vacancies, including daily substitute and long term substitute positions, are posted on the District's website for a minimum of 10 days. All applications must be submitted electronically via the Frontline Applicant Tracking System: [Octorara Area School District - Frontline Recruitment](#). No paper applications will be accepted.

The immediate supervisor of a prospective employee shall have a role in the selection process; however, the final decision and job offer shall be made by the Superintendent of Schools or his/her designee. Consideration shall be given to the qualifications of each candidate, including current employees, but the decision of the Board as to the filling of such vacancies, shall be final.

WORK SCHEDULES:

Employees will be given a work schedule that aligns to their position in the organization, the building and/or department in which the individual works, and the terms and conditions for the position as described in the [collective bargaining agreement](#) with the Octorara Area Education Association. Office hours for District buildings are as follows:

Location	School Year	Summer Hours
District Office: includes Student Services, Business Office, Technology, Food Service, Curriculum, and the Superintendent's office	7:30 a.m. to 4:00 p.m.	8:00 a.m. to 3:30 p.m.
Primary Learning Center	8:00 a.m. to 4:30 p.m.	8:00 a.m. to 3:30 p.m.
Elementary School	8:00 a.m. to 4:30 p.m.	8:00 a.m. to 3:30 p.m.
Intermediate School	8:00 a.m. to 4:30 p.m.	8:00 a.m. to 3:30 p.m.
Jr. Sr. High School	7:30 a.m. to 4:00 p.m.	8:00 a.m. to 3:30 p.m.

ADVANCEMENT:

All employees will be given a fair and equal opportunity for advancement on the basis of their experience and qualifications. The final decision on advancement shall be made on the basis of what is best for the Octorara Area School District. All positions will be posted in the Frontline Applicant Tracking System: [Octorara Area School District - Frontline Recruitment](#). An application must be submitted to be considered for a promotion.

CLEARANCES:

The clearances listed below must be completed and submitted to the District Office before a new employee can begin working. Only clearances dated within one year of the employee's hire date are valid for employment. Clearances must be updated every five years for current employees.

-State Criminal History Check: All prospective employees must undergo a Pennsylvania state criminal history background check.

-Federal Criminal History Check-FBI fingerprints: All prospective employees must undergo a federal criminal history record check by having their fingerprints taken.

-Child Abuse History Check: All prospective employees must undergo a child abuse history check.

-Act 168 Form: All prospective employees must complete an Act 168 form for their current employer and any previous employer where they had direct contact with children under the age of 18.

NEW HIRES-REQUIRED DOCUMENTS:

-Physical Examination and Tuberculosis Test Forms: Completed negative tuberculosis test dated within 3 months of hire date is required prior to the first day of employment, physical examination form must be returned to the District Office within 30 days of hire. Personal physicians or walk-in clinics may complete the forms.

-I-9 Employment Eligibility Verification Form: New employees must complete Form I-9, which is used to verify the identity and work authorization of individuals hired to work in the United States; and present acceptable documents evidencing identity and authorizations.

-Arrest/Conviction Report & Certification Form: Completed Arrest/Conviction Report and Certification Forms, which are required under Act 24 of 2011 and Act 82 of 2012, must be returned to the District office. A complete list of "Reportable Offenses" are provided on the form. Current employees must report any arrest or conviction to the Superintendent of Schools within 72 hours.

-COBRA Acknowledgement Form: New employees must acknowledge receipt of COBRA's New Hire Notice, which outlines employee's COBRA right under the applicable group health plans.

-Confidentiality Statement Acknowledgement: New employees must confirm that they will not disclose any "Confidential Information" as defined in the Confidentiality Statement.

-Technology and Board Policy Acknowledgements: New employees must sign an acknowledgement stating they have received and read these policies.

-Workers Compensation Information and Acknowledgement: New employees must sign an acknowledgement stating that they have received and read a summary of their rights under the Pennsylvania Workers' Compensation Act.

-Benefits Enrollment Acknowledgement: New employees must acknowledge receipt of relevant timelines for benefits enrollment.

-PSERS Information Form: New employees must provide information regarding their prior membership in the Public School Employees' Retirement System.

NEW HIRES-PAYROLL FORMS:

-Federal Income Tax Deduction W-4 Form: All employees must complete a W-4 form for the payroll office to withhold the correct federal income taxes from paychecks. Employees are expected to notify the District Office when changes occur.

-Earned Income Tax (E.I.T. Form): Pennsylvania employers must withhold and remit the Local Earned Income Tax ("EIT") and Local Services Tax ("LST") for all employees working in Pennsylvania. Rates vary based on the employee's township or city of residence. In the absence of an enacted EIT rate in an employee's resident township, the District's rate of 1% will be held.

-Direct Deposit Form: All employees should complete a "Direct Deposit Form" to ensure timely receipt of payment. It is the employee's responsibility to communicate any banking changes to the District Office.

PROFESSIONAL STAFF ENTRY PLAN: NEW PROFESSIONAL EMPLOYEES:

Octorara offers a Professional Staff Entry Plan for all teachers new to the District. The program consists of the following components, designed to support new teachers throughout their first year in the District.

- (1) Two days of orientation in August addressing a wide range of topics to equip new teachers with all of the information they will need to successfully begin the school year, from a teaching, learning, and management perspective.
- (2) Monthly after school workshops on such topics as parent conferencing, instructional strategies, special education, technology integration, student services, and classroom management to further professional learning and continuous improvement.
- (3) Each new teacher is assigned an experienced, successful teacher as a mentor. The mentor is intentionally selected as someone who is well equipped to address a wide range of each new teacher's specific learning needs. Mentor teachers meet with their mentees as needed to ensure the new employee's successful integration into the District.

COMPENSATION

PAYROLL PERIOD:

Paychecks are issued on the 15th and the last day of the month. Upon completion of the work year, (last pay in June), Bargaining Unit members shall be entitled to receive all monies due in one (1) payment.

EXPENSE REPORTS:

Expense reports should be completed for:

- (1) travel or expenses incurred under an approved travel authorization to meetings, workshops, conventions, and seminars
- (2) mileage incurred when conducting school business
- (3) expenses, such as meals, fees, and tolls, when on approved school business
- (4) other expenses paid by an employee when conducting school business.

Expense reports must be submitted to the business office monthly, within one week of the end of the month. Receipts must be included. Sales tax cannot be reimbursed to an employee because of the District's tax-exempt status. Failure to submit appropriate documentation may result in denial of reimbursements. The Expense report form is available in the [Human Resources Folder](#) under forms [Expense Form](#).

403(b) TAX SHELTERED ANNUITY:

Eligible employees can contribute to a 403(b), which is a tax deferred retirement plan available to employees of educational institutions and certain non-profit organizations under Section 501(c)(3) of the Internal Revenue Code. Contributions and investment earnings in a 403(b) grow tax deferred until withdrawal (assumed to be retirement), at which time they are taxed as ordinary income. The District uses a Third Party Administrator, TSA Consulting Group, Inc, to handle all 403(b) requests. Additional information and enrollment forms can be found in the [Human Resources Folder](#) in the [403\(b\) Information Folder](#).

COMPENSATION PLANS/SALARY SCHEDULES:

Authority: The Board shall approve compensation plans, individual contracts, and salary schedules for administrative, professional, and support employees. Salary schedules approved by the Board shall be in accordance with those specified in applicable [collective bargaining agreements](#), Compensation/Benefits Guide, and/or Board resolutions. Salary schedules shall be used to set compensation for new and inexperienced employees and for experienced employees new to the District, and salary adjustments that result from earning advanced degrees while employed by the District or required by law.

Delegation of Responsibility: Implementation of the administrative-compensation plan, individual contracts, collective bargaining agreements, Compensation/Benefits Guide, and Board resolutions regarding employee salaries shall be the responsibility of the Superintendent.

TUITION REIMBURSEMENT:

Eligible employees may receive tuition reimbursement for outside course work. Professional and support staff employees whose positions are covered by the Octorara Area Education Association should consult the [collective bargaining agreement](#) for specific terms and conditions. Other employees should speak with the Superintendent of Schools. All tuition reimbursement requests for college credit are submitted through [Frontline - Professional Growth](#) which allows employees to submit pre-approval requests and monitor their status.

SALARY SCHEDULE MOVEMENT - COLUMN MOVEMENT: PROFESSIONAL EMPLOYEES:

Teachers in the District may apply to receive a Salary Schedule Movement based on their completed coursework per the 9 1/2 month salary schedule. Employees who qualify under this provision will be awarded the full advanced preparation increment for the current school year provided qualification is earned before October 1st. Teachers who have met the requirement between October 1st and February 1st will be awarded one-half of the advanced preparation increment for that year. Qualified employees shall be restricted on their movement on the salary schedule to one column every two (2) years. All requests for a Salary Schedule Movement must be submitted to the Human Resource office. Employees should refer to the District's [collective bargaining agreement](#) with the Octorara Area Education Association for more information.

SUPPLEMENTAL CONTRACTS:

Building principals and the athletic director are responsible for selecting candidates to fill supplemental contracts in their schools. The district's [collective bargaining agreement](#) with the Octorara Area Education Association provides guiding principles and administrative regulations for facilitating the supplemental contract program.

OVERTIME:

Employees may be required to work overtime at the discretion of the District. No overtime shall be worked except as authorized by the appropriate administrator. Bargaining unit members who are required to perform work in excess of forty (40) hours in any calendar week shall be compensated according to the applicable wage and hour laws. Payment of overtime rates and compensatory time shall be in lieu of the payment of any other differential or premium rate provided in the District's collective bargaining agreement with the Octorara Area Education Association.

COMPENSATORY TIME:

Compensatory time can be substituted for overtime pay and must be mutually agreed upon before the overtime work is performed. Compensatory time will accrue at the regular rate up to 40 hours and at the overtime rate time and half for hours in excess of 40 (same as overtime accrual). Compensatory time should be used as soon as possible and cannot be carried over from year to year.

BENEFITS

BENEFITS OVERVIEW:

The District's Benefit plan coverage is available to all full time employees. Please refer to the following link for more information: [Human Resource Folder](#)

WORKERS' COMPENSATION:

If you suffer a work related injury your health and well being are the District's first concern. You should immediately contact an ambulance or appropriate rescue personnel if the injury is of a serious nature. If your work related injury is not of a serious injury, report the injury to your supervisor or school nurse. You will receive a packet of information and forms, which should be completed and returned to the Human Resource Assistant's Office.

For work related injuries, the District or its insurer will pay reasonable surgical and medical services and supplies and related expenses. You must select from one of the approved health-care providers and you must continue to be treated with one of the panel providers for 90 days from your first visit.

If after the 90-day period you still need treatment, you may continue the treatment with the panel provider, or you may choose another provider. For your bills to be paid, you must notify the Employee Benefits Department if you change health care providers within five days of your visit. Your bills will be processed for payment if your health care provider files reports as required, which must be filed within 10 days after your first visit and at least once a month for as long as treatment continues.

If one of the providers listed on the posted panel refers you to a specialist, the District, through its insurance carrier, will pay for these services as provided by law. You are advised not to pay a medical provider under any circumstance.

EMPLOYEE ASSISTANCE PROGRAM:

The District's Employee Assistance Program through Penn Behavioral Health Corporate Services offers free counseling and referral services for employees and their dependents. Penn Behavioral Health can help with anything that interferes with your personal or work life, such as stress management, marital or relationship issues, parenting, depression or anxiety, grief and loss, alcohol and other drug problems, child or elder care, or financial concerns.

For more information call 24 hours a day, 7 days a week: 888-321-4433 or visit [Penn Medicine EAP](#).

EMPLOYEE LEAVES

SICK LEAVE:

Sick Leave is governed by Section 1154 of School Code. Each employee group is entitled to a specified number of sick days according to their contract or agreement. Please review school board policy #334 Sick Leave at [BoardDocs® PL](#) and Article III Section D (Leaves) of the District's [collective bargaining agreement](#) with the Octorara Area Education Association for more information. All requests for sick leave must be recorded in the CSIU staff portal for approval by the employee's immediate supervisor. The Board reserves the right to require any employee claiming sick leave pay to submit sufficient proof, including a physician's certification, of the employee's illness or disability. Misuse of sick leave shall be considered a serious infraction subject to disciplinary action.

The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law where applicable, when the employee's own accumulated sick leave is exhausted. In certain instances, unpaid sick leave may be available under the Family Medical Leave Act.

When requested, the Superintendent or designee shall report to the Board the names of employees absent for non-compensable cause or whose claim for sick leave pay cannot be justified.

SICK DAY BANK:

The Octorara Area School District recognizes that because of ongoing catastrophic illness, long term disability, or the effects of severe accident, an employee may be at economic risk due to depletion of sick days. Accordingly, a district wide Sick Day Bank is established to hold needful employees economically harmless from catastrophic illness or accident until sick bank use is exhausted or until long-term disability insurance commences. All employees who earn sick days are eligible to participate. For more information, see [Human Resources Folder/Sick Leave Bank](#)

PERSONAL LEAVE:

Personal leave with pay shall be granted to District employees in accordance with law, applicable provisions of the administrative compensation plan, individual contract, or [collective bargaining agreement](#). Each employee is entitled to a specified number of personal days according to their contract/agreement. All requests for personal leave must be recorded in the CSIU portal for approval by the employee's immediate supervisor. Please review school board policy #336 Personal Necessity Leave at [BoardDocs® PL](#) and Article III Section D (Leaves) of the District's [collective bargaining agreement](#) with the Octorara Area Education Association.

BEREAVEMENT LEAVE:

Bereavement leave with pay shall be granted to District employees in accordance with law, applicable provisions of the administrative compensation plan, individual contract, or [collective bargaining agreement](#). All requests for bereavement leave must be recorded in the CSIU portal for approval by the employee's immediate supervisor. For more information, please review school board policy #336 Personal Necessity Leave at [BoardDocs® PL](#) and Article III Section D (Leaves) of the District's [collective bargaining agreement](#) with the Octorara Area Education Association.

LEAVE OPTIONS:

Military Leaves: Each employee shall be granted military leave in conformity with Sections 1176-1182 of the School Code and the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Military Training: Each employee who is in a military reserve program shall be granted a leave of absence from his or her assigned duties without loss of pay, time, and/or benefits, for up to 15 days in any one year, upon presentation of military reserve training orders.

Jury Duty or Witness in Court: Each employee who is summoned to serve as a juror or is subpoenaed as a witness shall be entitled to differential pay equal to the difference received, if any, and the bargaining unit member's regular pay. This provision is not applicable to voluntary appearances. Please consult school board policy #342: Jury Duty at [BoardDocs® PL](#).

VACATION:

Administrative and support staff employed to work 12 months or other schedules considered full-time shall be provided paid vacation. The Board shall provide vacation days for eligible employees, consistent with the employee's request and convenience, while considering the District's management and operational needs. Vacation time normally will be scheduled when it does not interfere with the normal operation of the school. All vacation schedules are subject to final approval by the Superintendent or designee.

Each employee group is eligible for vacation time according to their contract/agreement. For more information, please review school board policy #337 Vacation at [BoardDocs® PL](#) and Article III Section D (Leaves) of the District's [collective bargaining agreement](#) with the Octorara Area Education Association, or the [Act 93 Management Agreement](#). All requests for vacation must be recorded in the CSIU portal for approval by the employee's immediate supervisor.

PAID HOLIDAYS:

Paid holidays for administrative and support employees regularly employed shall be determined in accordance with Board policy. Holidays are established for eligible employees in accordance with the calendar adopted annually by the Board or an applicable administrative-compensation plan, individual contract, or [collective bargaining agreement](#). Employee groups are eligible for paid holidays according to their contract/agreement. Please review school board policy #337: Vacation at [BoardDocs® PL](#).

FAMILY AND MEDICAL LEAVE ACT:

The Board shall provide eligible administrative, professional, and support employees with unpaid leaves of absence in accordance with the Family and Medical Leave Act (FMLA). Employee requests for FMLA leave shall be processed in accordance with law, Board policy, administrative regulations, the District's [collective bargaining agreement](#) with OAEA. For more information about the Family and Medical Leave Act, please review school board policy #335: Family and Medical Leave at [BoardDocs® PL](#). Additional information and forms can be found in the [Human Resources Folder](#) in the [FMLA Folder](#).

UNCOMPENSATED LEAVE REQUEST:

In certain situations, an administrative, professional, or support employee may request extended leave for personal reasons, and the District could benefit from the return of the employee.

The Board reserves the right to specify the conditions under which uncompensated leave may be taken. All applications for uncompensated leave require approval by the Board, upon recommendation of the Superintendent.

Uncompensated leave shall be granted in accordance with the administrative compensation plan, individual contract, or [collective bargaining agreement](#). For more information about Uncompensated Leave please review school board policy #339: Uncompensated Leave at [BoardDocs® PL](#).

SABBATICAL LEAVE (PROFESSIONAL EMPLOYEES):

Eligible employees who have completed 10 or more years of satisfactory service in the public schools of the Commonwealth shall be entitled to a sabbatical leave of absence for restoration of health or a leave for professional development. At least five consecutive years of service shall have been in the District. Sabbatical requests are due to the Superintendent by April 1 for Fall term and November 1 for Spring term..

The sabbatical leave may be for a half or full school term, or for two half school terms during a period of two years, at the option of the applicant. Thereafter, one leave of absence shall be allowed after each seven years of service.

The total number of administrative employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees. The total number of professional

employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees. For more information about sabbatical leave please review school board policies 338: Sabbatical Leave and 338.1: Compensated Professional Leave at [BoardDocs® PL](#)

NEW OPPORTUNITIES

TRANSFER PROCESS:

Requests to transfer to another position and/or building should be made in writing to the Superintendent. Such letters of interest will be considered valid for a three (3) year period. The final decision on the request rests with the Superintendent in consultation with the administrative team.

Experience in the Octorara Area School District as a substitute teacher does not imply that special consideration will be given to a substitute when a regular position becomes open. School district policy mandates that administration make every effort to select the best available candidate for each position.

PERFORMANCE EVALUATIONS

PROFESSIONAL EMPLOYEES EVALUATIONS:

The evaluation plan for Professional Employees and Temporary Professional Employees shall utilize the appropriate state-approved rating form or an alternative rating tool approved by the Board and the Pennsylvania Department of Education. Professional Employees are required to be evaluated at least once a year. Temporary Professional Employees shall be evaluated by an appropriate supervisor and notified of individual progress and status at least twice a year. The District uses the [Octorara Area SD PAETEP Portal > Home_Public](#) to manage the teacher observation process.

Professional Employees and Temporary Professional Employees shall receive an overall performance rating of one of the following:

- Distinguished: shall be considered satisfactory.
- Proficient: shall be considered satisfactory.
- Needs Improvement: shall be considered satisfactory, except that any subsequent overall rating of "needs improvement" issued by the District within 10 years of the first overall rating of "needs improvement" where the employee is in the same certification shall be considered unsatisfactory.
- Failing: shall be considered unsatisfactory.

No Professional Employee or Temporary Professional Employee shall be rated "needs improvement" or "failing" solely based upon student test scores. No unsatisfactory rating shall be valid unless approved by the Superintendent. A signed copy of the rating form shall be provided to the employee.

Professional Employees and Temporary Professional Employees who receive an overall performance rating of "needs improvement" or "failing" shall participate in a Performance Improvement Plan.

PROFESSIONAL EMPLOYEE TENURE:

Each Temporary Professional Employee shall be notified of his or her professional quality and rating progress at least twice each year during the first three years of service. Each Temporary Professional Employee shall be observed in the performance of assigned duties by an appropriate supervisor at least two times annually. Except for tenure status, Temporary Professional Employees shall have all rights and privileges of other Professional Employees and shall be subject to the same laws.

Once tenure is attained, such status will be recorded in the Board's records, and the employee will be notified in writing. A tenured Professional Employee shall receive a continuing contract with the District. Tenured employees may not be dismissed or suspended except for reasons specified in law and through specified procedures.

NON-PROFESSIONAL EMPLOYEE EVALUATIONS:

Performance appraisals are provided annually, by June 30th, to all support staff using a rating form that assesses an employee's growth in the following areas: attendance, dependability, relationships, attitude, professional appearance/hygiene, quality of work, knowledge of job, and initiative. A copy of the completed evaluation will be made available to the employee. This document and review process has no relation to a merit pay compensation program. It has been designed to assist in the communication process necessary for effective and productive working relationships between the concerned parties. Support staff who receive an overall performance rating of "needs improvement" or "failing" shall participate in a Performance Improvement Plan.

PROFESSIONAL DEVELOPMENT

PROFESSIONAL EMPLOYEE CERTIFICATION:

The District's teachers must maintain their professional certification status through the Pennsylvania Department of Education's Teacher Information Management System or "TIMS." Teachers can monitor the status of currently held certificates or submit an application for certification online, and monitor the progress of the application through their dashboard. Once approved, TIMS will generate the credentials electronically for printing or download by the applicant.

PDE requires online applications and no longer accepts paper applications. Once the online submission is completed, you will be prompted to print a cover sheet, which should be mailed to PDE along with your transcripts.

Employees are responsible to maintain their Level I certification and apply for Level II certification within 6 years. The application for Level II certification must be submitted through the Teacher Information Management System (TIMS). Employees should contact the Human Resource office with questions regarding certification.

EMPLOYEE CONTINUING PROFESSIONAL DEVELOPMENT:

Continuing professional study and in-service training for administrative, professional, and non-professional employees is required for professional development, enhanced ability to complete responsibilities and maintaining certification. The Board encourages District employees to further their professional and personal advancement through graduate study, in-service training, conference attendance, and professional development activities.

Reimbursement for credits for approved graduate study or special courses shall be made in accordance with terms of the administrative compensation plan or an individual contract, or collective bargaining agreement, when preapproved by the Superintendent. Employees will be reimbursed for the costs of registrations, lodging, meals, and travel related to attendance at approved conferences and workshops. Employees will also be reimbursed per the rate in the collective bargaining agreement with the Octorara Area Education Association for staff development activities implemented at the school building level that take place outside the regular school day.

Employees will be compensated at the hourly rate established in the collective bargaining agreement for work on school level committees and projects. The following criteria will be used:

- (a) Employees who are responsible for planning and implementing the activities for committee meetings and workshops
- (b) Employees who serve on a committee which will produce a product for the School District. Examples would be a curriculum committee or building level committee which will prepare a report and an action plan on a given topic
- (c) Employees who attend a class, workshop, or other meeting where they will primarily be sharing or receiving information or instruction. Examples of such situations would be workshops to improve the teaching of writing or to receive instruction in ways to improve the science of teaching
- (d) Employees who provide support for summer school and summer camp programs.

PROFESSIONAL EMPLOYEES ACT 48:

Act 48 of 1999 (Continuing Professional Education) requires persons holding Pennsylvania professional educator certification to complete continuing education requirements every five years in order to maintain their certificates as active.

Educators must maintain their certificates as active by earning (1) six collegiate credits; or (2) six PDE-approved in-service credits; or (3) 180 continuing education hours; or (4) any combination of the above every five calendar years.

Each collegiate credit is equal to 30 continuing education hours. All credits and hours must be related to an educator's certificate type or area of assignment, unless enrolled in an administrative program or approved by the Board.

The District provides many opportunities for professional employees to earn Act 48 hours. All professional development is scheduled, and hours are reported to PDE through [Frontline - Professional Growth](#). To ensure you receive full participation credit:

- (1) Register for the training through [Frontline - Professional Growth](#)
- (2) Sign in and out as directed at the workshop.
- (3) Complete the online course evaluation through [Frontline - Professional Growth](#) during the designated time frame.

ADMINISTRATORS PIL PROGRAM:

The Pennsylvania Inspired Leadership Program ("PIL") is a statewide, standards-based continuing professional education program for school and system leaders. The comprehensive, cohort-based program is focused on developing the capacity of leaders to improve student achievement.

PIL meets the requirements of Act 45 of 2007, which directs PDE to establish a Principal Induction Program that addresses the three core Pennsylvania leadership standards and a Continuing Professional Education Program that addresses the three core and six corollary Pennsylvania leadership standards.

PIL courses provide continuing professional education credits and hours needed by certified administrators serving in PIL-covered positions in the Commonwealth's schools. PIL also offers courses that have been approved to fulfill the Act 45 Principal Induction requirement.

INSTRUCTIONAL ASSISTANTS:

Chapter 14 regulations mandate that Special Education Instructional Assistants annually complete 20 hours of professional development related to the employee's assignment. Compliance with this requirement is the responsibility of the employee. Participation in District-provided professional development workshops will provide the necessary training hours each year.

Instructional assistants must register for all District-provided professional development workshops through [Frontline - Professional Growth](#). To ensure you receive full participation credit:

- (1) Register for the training through [Frontline - Professional Growth](#)
- (2) Sign in and out as directed at the workshop.
- (3) Complete the online course evaluation through [Frontline - Professional Growth](#) during the designated time frame.

TECHNOLOGY

PERSONAL TECHNOLOGY:

The District will monitor the use of all personal technology and, if connected to the network, monitor and log network utilization, which may include deep packet inspection. The District reserves the right, in its sole discretion, to inspect, copy, store, remove or otherwise alter any data, file, or system resources, encrypted or unencrypted, which may undermine authorized use of the network or the internet. The use of personal technology shall not violate local, state, or federal law, or District policies, including policies regarding internet safety and acceptable use.

Use of devices with cellular or satellite connectivity shall follow all District policies and shall not be used in a manner that causes a disruption of school activities. Incidental use for personal communications is permitted; however, such personal use may not violate any District policies and procedures, or interfere with job duties and performance.

Personal technology that has the capability to take photographs or to record audio or video shall not be used for such purposes while on District property, or while an employee is engaged in District-sponsored activities, unless expressly authorized in advance by the building principal or designee.

Personal technology without cellular or satellite connectivity, such as laptops, tablets, and handheld devices, brought to school shall be restricted to classroom or instructional related activities. Personal technology can be connected to the District's network, including access to the internet, under the following conditions:

- (1) The employee must follow the process defined by the Technology Office for connecting personal technology to the District network and will not transfer or load the technology for use by another employee or student.
- (2) The District retains the right to determine where and when personal technology may access the network and has preferred access to the network and all network devices.
- (3) As applicable, all personal technology should be running up-to-date virus detection software and operating system critical updates prior to accessing the network.
- (4) Software residing on personal technology must be personally owned or currently licensed. The employee must be able to provide evidence of proper licensing for all software installed on the personal technology when requested.
- (5) District-owned software or resources may not be installed on personal technology, unless designated by the Technology Office, without written permission from the District.
- (6) Any software or application that degrades network performance, that consumes resources and/or bandwidth, or that is prohibited by District technology guidelines must not be used while connected to the network. This may include instant messaging, ISP clients, file sharing, streaming applications, and any software identified as a threat.
- (7) Installation of a network device, such as a personal wireless access point, router, hub or switch, is prohibited.
- (8) Users may not create, implement or host their own servers or services while using personal technology at any time.
- (9) Users may not run software or take any actions that evade or interfere with the District's ability to monitor network use, scanning or reconnaissance or have the ability to hack

into or in any way access private and/or confidential District or other third party resources.

- (10) File storage on the network or District-provided internet resource is limited to schoolwork only.
- (11) The District is not responsible for providing or loaning any equipment, cabling, or software needed to connect the network or technology resources. The District will provide no support for personal technology.
- (12) The Director of Technology, Superintendent of Schools, or designee has the right to deny the connection of personal technology to the network. Personal technology may be removed from the District network at any time or for any reason on the recommendation of the personnel listed above.

The District shall not be liable for the loss, damage, or misuse, or costs associated with any personal technology brought to school by an employee, or to the inadvertent loss of data or interference with files for any reasons.

EMPLOYEE ELECTRONIC COMMUNICATION WITH STUDENTS:

All electronic communications conducted by an employee with a student shall relate directly to educational or extracurricular programs or activities of the District. Authorized methods of electronic communication are as follows.

- District provided email;
- District sponsored website, including school and teacher web pages;
- Telephones: calling or texting to students' personal cell phones shall only occur in emergency or time sensitive situations;
- Other electronic communication methods that are authorized by the administration in support of educational or extracurricular programs or activities, including social media.

Employees shall report to the building principal any student-initiated electronic communication that may be construed as improper and/or inappropriate. Such reports shall be made immediately or at the employee's first available opportunity. Records of any reported improper and/or inappropriate electronic communications shall be maintained by the building principal in accordance with the District's record retention procedures.

SOCIAL MEDIA:

The same laws, professional expectations, and communication standards exist in social media as in face-to-face communications. Since online communication lacks visual cues, and is often one-directional, the line between an employee's work life and personal life can become blurred. Employees are encouraged to follow the three R's of social media engagement: Representation, Responsibility and Respect.

Representation: Since readers of social media postings may associate employees with the District, employees should be mindful of what they post and how it might impact the District and its educational mission. Employees shall not post any confidential information, including but not limited to information specifically protected by FERPA or HIPAA, photos, video recordings, or audio recordings of students, other staff, parents and guardians, or other constituents of the

District community, except for public events such as sporting events, concerts, and other public performances or unless otherwise prohibited.

Responsibility: Employees should ensure their postings are accurate and do not violate any copyright or intellectual property rights. District and school logos, mascots, and symbols shall not be used, except with the written permission of the District. Individuals are legally liable for their postings on all social social media sites and may be prosecuted for comments or photos deemed to be proprietary, copyrighted, defamatory, libelous, or obscene.

Respect: Employees should read and comply with the social media Terms of Service. Security warnings should be heeded and suspicious actions should be avoided unless you know they are safe. Postings should be truthful, respectful, and in a voice that reflects positively on the individual and the District. Individuals should be sure about what they post: *"If it gives you pause, pause"* then craft a better posting. Please review school board policy #816: District Social Media and #824: Maintaining Professional Adult/Student Boundaries at [BoardDocs® PL](#)

ACCEPTABLE USE POLICY:

Digital technology has radically changed the way the world communicates and accesses information. The internet and mobile telecommunications represent powerful educational and productivity resources.

The District provides staff and other authorized individuals with access to the District's computers, electronic communication systems and network, which includes internet access, whether wired or wireless, or by any other means.

For all users, District-provided computers, internet, and other network resources must be used for District business or academic purposes.

For instructional purposes, the use of network facilities shall be consistent with the curriculum adopted by the District, as well as the varied instructional needs, learning styles, abilities, and developmental levels of students.

The Acceptable Use guidelines per school board policy #815, are available on the District's website at [BoardDocs® PL](#)

DEVICE POLICY:

Staff must sign a "Technology Equipment Checklist" prior to receiving a district-issued device (laptop, chromebook, tablet, iPad, etc.) as verification of the identification of equipment and other accessories. The user is responsible for the return of all equipment and accessories as specified on the checklist in good working order.

Staff will receive guidelines related to device care and other documentation from the Technology Office at the time the equipment is received.

If the issued device is damaged or not working properly, the issue must be reported immediately to the Technology Office for diagnosis.

If the issued device is lost or stolen, it should be immediately reported to the building principal. The user may be liable for full replacement cost.

EMPLOYEE CONDUCT AND DISCIPLINE

EMPLOYEE CONDUCT:

All administrative, professional, and support employees are expected to conduct themselves in a manner consistent with appropriate and orderly behavior. Effective operation of the District's schools requires the cooperation of all employees working together and complying with a system of Board policies, administrative regulations, rules and procedures, applied fairly and consistently.

The Board requires employees to maintain professional, moral, and ethical relationships with students at all times.

All District employees shall be informed of conduct that is required and is prohibited during work hours and the disciplinary actions that may be applied for violations of Board policies, administrative regulations, rules and procedures.

When demotion or dismissal charges are filed against a certificated administrative or professional employee, a hearing shall be provided as required by applicable law. Non-certificated administrative and support employees shall be entitled to a Local Agency hearing, at the employee's request.

All District employees shall comply with state and federal laws and regulations, Board policies, administrative regulations, rules and procedures. District employees shall endeavor to maintain order, perform assigned job functions, and carry out directives issued by supervisors.

When engaged in assigned duties, District employees shall not participate in activities that include but are not limited to the following:

- (1) Physical or verbal abuse, or threat of harm, to anyone.
- (2) Nonprofessional relationships with students.
- (3) Causing intentional damage to District property, facilities or equipment.
- (4) Forceful or unauthorized entry to or occupation of District facilities, buildings, or grounds.
- (5) Use, possession, distribution, or sale of alcohol, drugs, or other illegal substances.
- (6) Use of profane or abusive language.
- (7) Breach of confidential information.
- (8) Failure to comply with the directives of District officials, security officers, or law enforcement.
- (9) Carrying onto or possessing a weapon on school grounds without authorization from the appropriate school administrator.
- (10) Violation of Board policies, administrative regulations, rules, or procedures.
- (11) Violation of federal, state, or applicable municipal laws or regulations.
- (12) Conduct that may obstruct, disrupt, or interfere with teaching, research, service, operations, administrative, or disciplinary functions of the District, or any activity sponsored or approved by the Board.

The Superintendent or designee shall develop and disseminate disciplinary rules for violations of Board policies, administrative regulations, rules, and procedures that provide progressive penalties, including but not limited to verbal warning, written warning, reprimand,

suspension, demotion, dismissal, and/or pursuit of civil and criminal sanctions. Bargaining unit members should consult the [collective bargaining agreement](#) for any specific rules regarding employee conduct.

STEPS FOR PROGRESSIVE DISCIPLINE:

It is the District's expectation that employees will avoid placing themselves in situations where they must be disciplined for infractions. The District's [collective bargaining agreement](#) with the Octorara Area Education Association outlines the steps for progress discipline should such infractions occur.

ARREST OR CONVICTION REPORTING REQUIREMENTS:

Employees shall report to the Superintendent of Schools, within 72 hours of the occurrence, an arrest or conviction required to be reported by law. Employees shall also report to the Superintendent of Schools, in writing, within 72 hours of notification, that the employee has been listed as a perpetrator in the statewide database, in accordance with the Child Protective Services Law.

An employee shall be required to submit a current criminal history background check report if the Superintendent of Schools or designee has a reasonable belief that the employee was arrested or has been convicted of an offense required to be reported by law, and the employee has not notified the Superintendent of Schools or designee.

Failure to report such arrests and convictions may, depending on the nature of the offense, subject the employee to disciplinary action, up to and including termination and criminal prosecution. For more information review school board policy #317: Conduct/Disciplinary Procedures at [BoardDocs® PL](#)

DRUG AND ALCOHOL POLICY:

Each administrative, professional, and support employee must, as a condition of employment, abide by the terms of the District's Drug and Alcohol policy and notify the District of any criminal drug statute conviction for a violation occurring in the workplace immediately, but not later than 72 hours after such conviction.

Any employee convicted of delivery of a controlled substance, or convicted of possession of a controlled substance with the intent to deliver, shall be terminated from employment with the District.

The Superintendent of Schools or designee shall immediately report incidents involving the possession, use, or sale of a controlled substance or drug paraphernalia, by any employee while on school property, at any school-sponsored activity, or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures in the memorandum of understanding with local law enforcement, and Board policies.

Employees should not be under the influence of alcohol, illegal drugs, and even legal drugs that impair them on the job. For more information review school board policy #351: Drug and Substance Abuse at [BoardDocs® PL](#)

SMOKING POLICY:

The Board prohibits use of tobacco and vaping products, including e-cigarettes, by District employees and contracted personnel at any time in a District building; on District buses or other vehicles that are owned, leased or controlled by the District; or on property owned, leased or controlled by the District. The Board also prohibits use of tobacco and vaping products, including e-cigarettes, by District employees at any time while responsible for the supervision of students during District-sponsored activities that are held off District property. For more information, please review school board policy #323: Tobacco and Vaping Products at [BoardDocs® PL](#)

LEGISLATION

PUBLIC SCHOOL CODE OF 1949:

The Pennsylvania School Code of 1949 (the “Code”) is a group of laws that deals with governance and operation of public schools in the Commonwealth. When a new statute is passed, it is placed in the Code at the appropriate location. The complete Code is available at the following webpage:

[Act of Mar. 10, 1949, PL 30, No. 14 Cl. 24 - PUBLIC SCHOOL CODE OF 1949](#)

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT:

The Family Educational Rights and Privacy Act (“FERPA”) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

Under FERPA, parents of minor students or eligible students have the right to inspect and review the student’s education records maintained by the school and request that a school correct records that they believe to be inaccurate or misleading.

Generally, schools must have written permission from the parent or eligible students in order to release any information from a student’s education record. Schools may disclose, without consent, “directory” information such as a student’s name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. For more information, consult school board policy #216: Student Records at [BoardDocs® PL](#). Please direct any questions regarding your obligations under FERPA to the Human Resource office.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a federal law that mandates privacy protections for certain health information called Protected Health Information ("PHI"). HIPAA restricts the uses and disclosures of PHI. Healthcare providers function under HIPAA, while schools function primarily under FERPA.

The HIPAA Privacy Rule specifically excludes from its coverage those records that are protected by FERPA. When making determinations as to whether personally identifiable information from student health records may be disclosed, school officials generally should refer to FERPA and its requirements.

Please direct any questions regarding your obligations under HIPAA or FERPA to the Human Resource office.

NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT PRACTICES:

The District provides all persons equal access to all categories of employment in the District, regardless of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, handicap/disability, or genetic information.

The District shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations, including the Americans with Disabilities Act and the Pennsylvania Human Relations Act.

The Board encourages employees and third parties who have been subject to discrimination to promptly report such incidents to designated employees. Complaints of discrimination shall be investigated promptly, and corrective action shall be taken when allegations are sustained. Confidentiality of all parties shall be maintained, consistent with the District's legal and investigative obligations.

No reprisals or retaliation shall occur as a result of good faith charges of discrimination. For more information, please review school board policy #104: Nondiscrimination/Discriminatory Harassment-Employment Practices at [BoardDocs® PL](#)

GUIDELINES

EMPLOYEE NAME AND ADDRESS CHANGE:

As an employee of the District, it is important to ensure that the District Office has your most current information. If your name, address, and/or telephone number changes, please contact the Human Resource Assistant's Office as soon as possible. You will need to submit a new W-4 and Local Earned Income Tax form for an address change. For a name change, employees must bring their social security cards with their new name and new W-4 form to the Human Resource Assistant's Office before the District is legally allowed to process a name in its records.

IDENTIFICATION BADGES:

Each employee of the District is issued a photo identification ("ID") badge, which should be worn at all times in the school buildings. ID badges are issued in the Human Resource Office. If an initial ID badge is needed, please call to schedule an appointment. ID badges are replaced at no charge.

SOLICITATIONS:

Teachers shall not be permitted to receive money for tutoring any student they have in class, or whose evaluation or assignment they will be called upon to grade, except in the instances of District-provided homebound tutoring. Exceptions may be made by the principal in instances that involve private lessons in performing arts. Teachers may not tutor any student for pay during their regular working hours.

Salespersons are not permitted to call on staff members without authorization from the school administration. Building principals may give permission to sales representatives of educational products to see members of the school staff at times that will not interfere with the educational program.

Employee personal information will not be shared or distributed at any time or in any manner.

For more information please review school board policy #913: Relations with Special Interest Groups and #702.1: Crowdfunding at [BoardDocs® PL](#)

DRESS CODE:

Administrative, professional, and support employees set an example in dress and grooming for students and the school community. The employee's dress should reflect his or her professional status and encourage respect for authority in order to have a positive influence on the District's programs and operations. The Board has the authority to specify reasonable dress and grooming requirements, within law, for all District employees to prevent an adverse impact on the educational programs and District operations. Dress down days are permitted in collaboration with the Octorara Area Education Association. For more information, please review board policy #325: Dress and Grooming at [BoardDocs® PL](#)

MAIL/TELEPHONE SERVICES:

The interschool mail service has been established for school-related purposes: to provide a central mailing service, and to expedite the distribution of materials and professional communications among schools and staff members. To avoid overburdening the service, employees will not be allowed to use interschool mail for the delivery of personal letters, notes, and materials to other employees. The Octorara Area Education Association is permitted to use school facilities along with mail and telephone services as described in the [collective bargaining agreement](#).

EMERGENCY CLOSING:

The Superintendent is authorized to close District schools or to dismiss them early in the event of hazardous weather or other emergencies. Every attempt will be made to notify staff as soon as possible about changes to the District's operating schedule. Notifications are sent through text, email, and/or phone call through the District's mass communication system.

WEAPONS POLICY:

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

The Superintendent or designee shall react promptly to information and knowledge concerning possession of a weapon. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with local law enforcement officials and the District's emergency preparedness plan.

No weapons or replicas are allowed on school premises, including parking lots. In accordance with federal law, possession or discharge of a firearm in, on, or within 1,000 feet of school grounds is prohibited. Violations shall be reported to the appropriate law enforcement agency. For more information, please review school board policy #218.1: Weapons at [BoardDocs® PL](#)

RESIGNATION AND RETIREMENT**RESIGNATION:**

Provisions 1101 and 1121 of Pennsylvania School code requires all professional employees (those with certifications) to provide 60 calendar days' notice of their intent to separate. The Board may allow for earlier release if appropriate arrangements can be made. Such personnel shall submit a written letter of resignation to the Superintendent through the building principal or immediate supervisor. Confirmation will be provided by the Board Secretary after the Board approves a resignation. Resignation, once tendered, is considered final unless its withdrawal is requested and approved by the Board.

Non-Professional Employees are required to give appropriate written notice of intent to resign. Such personnel shall submit a written letter of resignation to the Superintendent through the building principal or immediate supervisor. Confirmation will be provided by the Board Secretary after the Board approves a resignation. Resignation, once tendered, is considered final unless its withdrawal is requested and approved by the Board.

RETIREMENT:

Every full-time school employee in Pennsylvania is required to be a member of the Public School Employees' Retirement System (PSERS"). The Board may retire an employee who requests an early retirement under PSERS. Employees who retire from the District may be eligible for conclusion of service pay, as documented in the [collective bargaining agreement](#) as it pertains to the employee's position in the District.

PERSONNEL RECORDS:

A personnel folder for each employee shall be accurately maintained in the District Office. In addition to the application for employment and references, such folders contain records and information relative to compensation, payroll deductions, evaluations, and other such information as may be considered pertinent to administrators. All personnel records of individuals shall be considered confidential and are not open for public inspection. The only personnel in the school district who will have access to an individual staff member's file will be the Superintendent of Schools and other administrative personnel with a direct supervisory relationship to the employee.

All employees shall have access to his or her personal file during the regular working hours at a time mutually agreed upon. Employees have the right to copy the non-confidential contents of the file. Employees are permitted to initial all materials prior to placement in the personnel file and have the right to respond to the materials contained therein. It is the responsibility of the employee to request removal of any dated documents.

To help keep personnel records accurate, the employee should inform his/her supervisor or the Human Resource Assistant's Office of any changes in relevant personal information such as name, address, telephone number, marital status, dependents, beneficiaries, or emergency contacts.

ACKNOWLEDGEMENT PAGE

I, _____, acknowledge and agree to the following:

- (1) It is my responsibility to read and follow the Board policies available for all employees.
- (2) I received a copy of the District's Handbook, and I read, understand, and agree to comply with its terms.
- (3) I understand that the Handbook is not a contract, express or implied, nor does it guarantee employment for any specific length of time, nor does it supplant any terms of the District's employment contracts or guidelines.
- (4) The provisions in the Handbook are not intended in any way to create any contractual obligations with respect to my employment with the District.
- (5) The District has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits outlined in the Handbook.
- (6) For bargaining unit members, the terms set out in the Handbook work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that the Octorara Area Education Association has with the District.

Employee Signature

Date

Superintendent or Superintendent's Designee

Date

2023 Summer Programs Employees

Professional Staff			Support Staff		
		Rate per Hour			Rate per Hour
Ashley	Ayers	\$35	Maureen	Byerly	\$24
Beth	Mulhollan	\$32	Pat	Ford	\$24
Bridget	Solnosky	\$30	Carol	Johnson	\$22
Dena	Schott	\$35	Cheryl	Johnson	\$22
Diane	Powers	\$30	Cheryl	Coughlin	\$24
Grace	Meyer	\$32			Substitute-
		Substitute-	Lauren	Phillips	\$20
Gwendolen	Klotz	\$30	Maria (Nancy)	Sosa	\$22
Helena	Martin	\$30	Luz	Sosa	\$20
Jill	Bright	\$35	Karina	Carrillo	\$20
Joseph	Coyle	\$35	Terry	Powell	\$24
Kaci	McIlmoyle	\$30	Angie	Christou	\$22
Kiera	Kradzinski	\$32	Wendy	Zeffert	\$20
Lisa	Carlson	\$30	Robin	Sockoloskie	\$24
Lisa	Rohrer	\$35	Dianne	Bucklin	\$24
Megan	McLoone	\$32	Christy	Spoto	\$22
Rachel	Schreiber	\$35	Donna	Ferrier	\$22
Robert	Smith	\$32	Joy	Schnelli	\$20
Scott	Rohrer	\$32	Hailey	Rohrer	\$22
Scott	Conaghan	\$35	Haley	Nuse	\$20
Shauna	McAllister	\$35	Hannah	Dieringer	\$22
Sheri	Rown	\$30	Lily	Gray	\$22
Stephanie	Chesnet	\$35	Jackson	Roberts	\$20
Tabitha	Wallace	\$35	Kieran	Lomboy	\$22
Trent	Zook	\$30	Chelsea	Curry	\$22
Valentina	Bruccieri	\$32	Nicole	Norton	\$22
Valerie	Brewer	\$32	Savannah	Fitzgerald	\$20
Verna (Toni)	Trainor	\$30	Erin	Sullivan	\$22
Dana	Fogg	\$30	Kayla	Kittlitz	\$20
		Substitute-	Angela	Miller	\$22
Robin	McKenna	\$30	Amanda	Dugger	\$20
			John	Mahala	\$20
			Allison	Carr	\$20
			Olivia	Hillman	\$22
			Owen	Hoffman	\$20
			Patrick	Hoffman	\$20
			Emily	Lantz	\$22
			Elizabeth	Meyer	\$20
			Robin	McKenna	\$22