

OCTORARA AREA SCHOOL DISTRICT

WORK SESSION

August 14, 2023– 7:00 p.m.
Sr. High School Auditorium

DISCUSSION GUIDE

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Visitors' Comments – Agenda Items Only
5. Presentations
 - A. Jr./Sr. High ATSI Plan
6. Information Items
 - A. Mr. Brian Hood will transfer from a Math teacher at the Jr. High to a Math teacher at the Sr. High effective the start of the 2023-2024 school year. (Replacing Deana Blevins who retired.)
 - B. Ms. Katherine Westervelt will transfer from a Math teacher at the Jr./Sr. High to Math Interventionist at the Jr./Sr. High effective the start of the 2023-2024 school year. (This is a new position.)
 - C. Ms. Samantha Pittman will transfer from a Special Education teacher at the Jr./Sr. High to a Cooperative Education/Internship Coordinator at the Jr./Sr. High effective the start of the 2023-2024 school year. (This is a new position.)
 - D. Ms. Katie Heller will transfer from a Special Education teacher at the Jr./Sr. High to a Reading Specialist at the Jr./Sr. High effective the start of the 2023-2024 school year. (Replacing Kelly Holub who transferred.)
7. Recommended Action Items:
 - A. That the Octorara Board of School Directors approve Ms. Mallory Griffin as a Math teacher at the Octorara Jr./Sr. High School effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Griffin's salary will be \$59,787 which is Step 12 to MAX of the Bachelor's scale. (Replacing Dave Baker who retired.)
 - B. That the Octorara Board of School Directors approve Ms. Allison Hickey as a Math teacher at the Octorara Jr./Sr. High School effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Hickey's salary will be \$56,389 which is Step 17 to MAX of the Bachelor's scale. (Replacing Brian Hood who transferred.)

- C. That the Octorara Board of School Directors approve Ms. Sarah Jacien as a Math teacher at the Octorara Jr./Sr. High School effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Jacien's salary will be \$69,746 which is Step 12 to MAX of the Master's +15 scale. (Replacing Katherine Westervelt who transferred.)
 - D. That the Octorara Board of School Directors approve Ms. Sydney Szwarc as a Music teacher at the Octorara Jr./Sr. High School effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Szwarc's salary will be \$56,389 which is Step 17 to MAX of the Bachelor's scale. (This is a new position.)
 - E. That the Octorara Board of School Directors approve Ms. Julia Scioli as a Special Education teacher at the Octorara Jr./Sr. High School effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Scioli's salary will be \$59,787 which is Step 12 to MAX of the Bachelor's scale. (Replacing Katie Heller who transferred.)
 - F. That the Octorara Board of School Directors approve Ms. Alexis Steinmetz as a Third Grade teacher at the Octorara Elementary School effective TBD pending completion of employee related documents required by law and the District. Ms. Steinmetz's salary will be \$58,889 which is Step 17 to MAX of the Bachelor's +15 scale. (Replacing Fallon Manchin who resigned.)
 - G. That the Octorara Board of School Directors approve Dr. Steven A. Leever as the District's Right-to-Know Officer.
 - H. That the Octorara Board of School Directors approve the Proposal with Interface Services for carpet replacement in the main office at the Octorara Intermediate School at a Costars cost of \$12,241.49.
8. Presentation of Agenda Items for the August 21, 2023 Regular Monthly Public Meeting:
- A. That the Octorara Board of School Directors approve the Contract for Student Services for Secondary Special Education and Alternative Education for Disruptive Youth with River Rock Academy for the 2023-2024 school year at a cost of \$302.89 per diem.
 - B. That the Octorara Board of School Directors approve the Agreement with Coatesville Area School District for participation in the Octorara Homeland Security and Protective Services Academy.
 - C. That the Octorara Board of School Directors approve the Waiver Agreement and Release for student "A".
 - D. That the Octorara Board of School Directors approve the Special Education Plan effective 2023-2026.
 - E. That the Octorara Board of School Directors approve the Proposal for Engineering Services with Consolidated Engineers for the Octorara Elementary School Cooling Renovation at a cost of \$3,500,000.
 - F. That the Octorara Board of School Directors approve the estimates with Liberty Door Systems for replacement corps, keys, and software at the Intermediate and Sr. High School at a cost of \$38,044.46.

- G. That the Octorara Board of School Directors approve the extension of the Service Agreement with CCRES for Interim Human Resource Director services of Catherine Rossi through September 30, 2023. (Originally approved through August 30, 2023)
- H. That the Octorara Board of School Directors approve the following policies, first reading:
800 *Records Management*
830 *Security of Computerized Personal Information/Breach Notification*
830.1 *Data Governance – Storage/Security*
- I. That the Octorara Board of School Directors approve the 2023-2024 changes to the Octorara K-6 Elementary Parent/Guardian Handbook.
- J. That the Octorara Board of School Directors approve the 2023-2024 changes to the Octorara Jr./Sr. Student Handbook.
- K. That the Octorara Board of School Directors approve the Addendum to the Memorandum of Understanding for Appendix of Supplementals in the Collective Bargaining Agreement.
- L. That the Octorara Board of School Directors approve the following curriculum:
Grade 6-8 Tier 1 Math Resource: *Maneuvering the Middle*
Grades 7-8 Tier 2 and 3 Math Intervention Resource: *Maneuvering the Middle*
Anchor Texts for Grade 5 ELA:
Holes, by Louis Sachar
Hoot, by Carl Hiaasen
Esperanza Rising, by Pam Munoz
Grade 12 Short Story Curriculum
K-6 Math Intervention Resource *Do the Math*, by Marilyn Burns
- M. That the Octorara Board of School Directors approve Dr. Steven A. Leever as the District's Title IX Coordinator.
- N. That the Octorara Board of School Directors approve Mr. Cale Hilbolt as the District's Safety/Security Coordinator.
- O. That the Octorara Board of School Directors approve the attainment of tenure status for the following professional employees in accordance with Section 1108 of the current School Laws of Pennsylvania:
Mary Thomas
Darren Hodorovich
John Narcise
- P. That the Octorara Board of School Directors approve the following salary adjustments as a result of previous substitute positions held in the District:
Margaret Imms from \$56,389 at B Step 17 to \$58,213 at B Step 14
Macy Wetzel from \$56,389 at B Step 17 to \$57,427 at B Step 15
Brooke Maldonado from \$60,953 at M Step 17 to \$61,203 at M Step 16
Bridget Solnosky from \$56,389 at B Step 17 to \$56,639 at B Step 16

Resignation Approvals:

- Q. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Mr. John Cummings as an OVA PM Program teacher at the Octorara Jr./Sr. High School effective August 8, 2023. (Hired September 1, 1992)
- R. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Deanna Blevins as a Math teacher at the Octorara Jr./Sr. High School effective August 22, 2023. (Hired August 27, 2001).
- S. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Fallon Manchin as a Third Grade teacher at the Octorara Elementary School effective TBD. (Hired August 25 2008)
- T. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Danette Balistreri as a Building Secretary at the Octorara Primary Learning Center effective October 31, 2023. (Hired July 1, 2008)
- U. That the Octorara Board of School Directors accept the resignation of Ms. Wendy Zeffert as an Instructional Assistant at the Octorara Jr./Sr. High School effective August 2, 2023. (Hired August 15, 2022)
- V. That the Octorara Board of School Directors accept the resignation of Ms. Heidi Van Gilder as an Instructional Assistant at the Octorara Primary Learning Center effective July 17, 2023. (Hired August 19, 2019)
- W. That the Octorara Board of School Directors accept the resignation of Ms. Pat Softchin as a cafeteria employee effective August 8, 2023. (Hired February 22, 2022)

Hiring Approvals:

- X. That the Octorara Board of School Directors approve Ms. Rebecca German as CTE secretary at the Octorara Jr./Sr. High School effective August 21, 2023 pending completion of employee related documents required by law and the District. Ms. German's rate will be \$20.25 per hour for 5.75 hours per day. (Replacing Keturah Caldwell who transferred.)
- Y. That the Octorara Board of School Directors approve the following Instructional Assistants for 5.75 hours per day effective August 28, 2023 pending completion of employee related documents required by law and the District:

Katelyn LaPearl	\$16.00 per hour	Intermediate School
Jennifer Mitchell	\$15.00 per hour	Intermediate School
Mary Moore	\$15.00 per hour	Jr./Sr. High School
Erin Smith	\$15.00 per hour	Elementary School
- Z. That the Octorara Board of School Directors approve Ms. Ashley Roberts as a cafeteria employee effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Robert's rate will be \$15 per hour for five hours per day. (Replacing Lisa Foster who resigned.)
- AA. That the Octorara Board of School Directors approve Ms. Megan Hood as a substitute teacher for the Summer Literacy/Math/Science and Extended Year Programs at a rate of \$30 per hour.

BB. That the Octorara Board of School Directors approve the following changes in salary due to graduate credits earned:

Adrienne Cochran	From B (\$56,389) to B+15 (\$58,889)	Step 17 to MAX
David Heffner	From M+45 (\$93,401) to M+60 (\$95,781)	MAX
Savannah Geisler	From B+15 (\$60,994) to M (63,002)	Step 14 to MAX
Katherine Westervelt	From M+45 (\$78,886) to M+60 (\$81,925)	Step 9 to MAX
Dana Shultz	From M+30 (\$45,533) to M+45 (47,332	Step 9 to MAX

CC. That the Octorara Board of School Directors approve the following supplemental contracts for the 2023-2024 school year:

Khalif Williams	Jr High Football Coach	6 pts @ \$620	\$3,720
Gabriel Jackson	Jr High Assistant Football Coach	4 pts @ \$620	\$2,480
Marcia Rapone	Girls' Tennis Coach	7 pts @ \$620	\$4,340

9. Policy Committee Report

10. Facility Committee Report

11. Other Items/Concerns

12. Visitors' Comments – General

13. Administrator Comments/Announcements

14. Board Comments

15. Adjournment

Policy/Facility Committee Meeting – Monday, August 14, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Executive Session for Personnel - Monday, August 14, 2023 - Following the Work Session in room 102 at the Jr. High School

Finance Committee Meeting – Monday, August 21, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Next regularly scheduled Board Meeting – Monday, August 21, 2023 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

Education Committee Meeting – Monday, August 28, 2023 – 6:00 p.m. in room 102 at the Jr. High School

InterfaceServices™

106 Northpoint Parkway, Suite 300
Acworth, GA 30102
800.336.0225 / 770.975.1799

PROPOSAL

Project Name	Cust ID#	Quote #
OCTORARA SD- MAIN OFFICE	114353	39592
Project Manager	Phone	Quote Created
ROBIN HANSCOM	770-975-4829	06/16/23

Sold To: 114353
OCTORARA AREA SCHOOL DISTRICT

228 HIGHLAND RD STE 1
ATGLEN PA 19310

Job Site: 188187
OCTORARA SD - MAIN OFFICE
228 HIGHLAND RD
ATGLEN PA 19310

INTERFACE AE: TRICIA MONSELL
610-662-0805
TRICIA.MONSELL@INTERFACE.COM

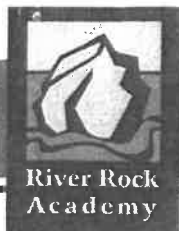
QTY	UNIT	DESCRIPTION	COLOR # / NAME	SELL	TOTAL
215.28	SY	CUBIC TBD	FREIGHT FOB	\$24.44	\$5,261.44
3.00	EA	TACTILES, GLASBAC, 1 ROLL, 500	PSA 7123	\$115.50	\$346.50
1.00	EA	FREIGHT FOB		\$0.00	
215.00	SY	DEMO BROADLOOM		\$4.00	\$860.00
215.00	SY	INSTALL CARPET TILE		\$9.25	\$1,988.75
480.00	LF	SUPPLY 4.5" COVE BASE		\$2.25	\$1,080.00
480.00	LF	INSTALL COVE BASE		\$1.45	\$696.00
18.00	EA	FURNITURE MOVING (HOURS)		\$75.00	\$1,350.00
120.00	LF	DEMO COVE BASE		\$0.60	\$72.00
6.00	EA	FLOOR PREP/BAGS		\$75.00	\$450.00
24.00	LF	SUPPLY TRANSITIONS	#159 TILE CPT JOINER	\$4.25	\$102.00
24.00	LF	INSTALL TRANSITIONS		\$1.45	\$34.80

*Please see Clarifications and Exclusions page for full details of quotation. Please note: If paying with a credit card, a 3% fee will be applied to the total value of the quotation. If you are tax exempt for this purchase, please provide a valid tax exemption certificate to InterfaceServices. Without a valid certificate, all orders are taxable, per terms and conditions of the governing state.

Material Subtotal	\$5,607.94
Labor Subtotal	\$6,633.55
Freight	\$0.00
Tax 6.000%	\$0.00
Fee Subtotal	\$0.00
Total	\$12,241.49

Signature _____

Date _____



River Rock Academy Administration

2124 Ambassador Circle • Lancaster, PA 17603 • Ph: 717-208-3349 • Fax: 717-517-7932

Amity Campus

2144 Weavertown Rd.
Douglassville, PA 19518
PH: 610-919-0140

Carlisle Campus

346 York Road, Suite 102
Carlisle, PA 17013
PH: 717-218-0816

Carlisle Thunder

Carlisle Area High School
623 West Penn Street
Carlisle, PA 17013
PH: 717-240-6800 x26109

Lancaster Campus

2124 Ambassador Circle
Lancaster, PA 17603
PH: 717-869-4196

Newville Campus

399 Roxbury Road
Newville, PA 17241
PH: 717-776-3759

Red Lion Campus

220 Country Club Road
Red Lion, PA 17356
PH: 717-244-7453

Shiremanstown Campus

41 South Locust Street
Shiremanstown, PA 17011
PH: 717-763-1405

Sinking Spring Campus

810 Brownsville Road
Sinking Spring, PA 19608
PH: 610-670-1273

Spring Grove Campus

149 East College Avenue
Spring Grove, PA 17362
PH: 717-225-1430

Spring Grove Intensive/ Day Treatment

149 East College Avenue
Spring Grove, PA 17362
PH: 717-225-6589

CONTRACT FOR PURCHASE STUDENT SERVICES WITH RIVER ROCK ACADEMY 2023-2024 SCHOOL YEAR

1. Octorara Area School District agrees to student services from River Rock Academy or its assigns (hereinafter "River Rock Academy") for the Lancaster Campus (AEDY or Secondary Special Education 7-12) at a per diem rate of \$302.89.
2. River Rock Academy agrees to send Octorara Area School District an itemized invoice detailing all Octorara Area School District students in the River Rock Academy Programs and reconciling any costs by the 5th of each month. School District shall pay the invoice within thirty (30) days of the invoice receipt. Any amounts due River Rock Academy under the terms of this Contract which are not paid within thirty (30) days of the invoice receipt shall accrue interest at the rate of 0.5% per month, or such portion thereof from the due date, until payment is received by River Rock Academy. In the event that River Rock Academy has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including reasonable attorney's fees.
3. River Rock Academy agrees to keep an open line of communication with the Octorara Area School District and provide a structured, disciplined, nurturing environment for their students.
4. River Rock Academy and the Octorara Area School District will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by River Rock Academy or cannot be provided by River Rock Academy during the period of enrollment will be the responsibility of Octorara Area School District and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), River Rock Academy will notify the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special Education Student is enrolled, River Rock Academy will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties

will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. River Rock Academy agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

5. In the event of an extended school closure, River Rock Academy agrees to make a good faith effort to provide continuity of education for District students using alternative means during the period of closure. This plan is available upon request. River Rock Academy's plan to reopen after an extended school closure will comply with applicable law and will be available upon request. River Rock Academy will support the District's provision of FAPE as outline in any special education student's IEP as revised by the IEP team upon admission into the program.
6. In the event this Contract is terminated for any reason, River Rock Academy shall be reimbursed only for services actually performed up to the date of termination. School District shall receive a refund of any funds paid for services not provided. The placement of any student at River Rock Academy may be terminated by either party upon at least twenty-one (21) days' written notice to the other party. School District shall remain obligated to pay all amounts due to River Rock Academy through the placement termination and such obligation shall survive any termination of this Agreement.
7. River Rock Academy agrees that any individual who will be in direct contact with students shall possess the following valid clearances and certifications:
 - a) PA Child Abuse History Clearance (Act 151);
 - b) Federal Criminal History Records (Act 114);
 - c) Pennsylvania Background Checks (Act 34)

River Rock Academy agrees to bear any costs or fees associated with obtaining these clearances and certifications. River Rock Academy agrees to provide proof of the aforementioned clearances upon Request by the School District.

8. School District and River Rock Academy agree to indemnify, defend, and hold each other harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of their respective agents and employees.
9. All student information of any kind, including (without limitation) confidential Student data, shall be kept strictly confidential by School District and River Rock Academy, and shall not be used or disclosed for any purpose except as provided in this Contract. This obligation of confidentiality shall survive the expiration or termination of this Contract. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act."
10. River Rock Academy and School District consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas in the county in which River Rock Academy is located, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all Parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said courts. Service of process in any such proceeding may be made by

certified mail, return receipt requested, directed to the respective Party at the address set forth at the end of this Contract.

11. No change, amendment or modification to this Contract shall be effective unless it is in writing and signed by both the School District's and River Rock Academy's authorized personnel.
12. School District represents and warrants that the individual executing this Contract is duly authorized to execute and deliver this Contract on its behalf and this Contract is a valid and binding obligation of School District

Thank you for this opportunity to serve the Octorara Area School District.

Christina Spielbauer

Christina Spielbauer
Senior Vice President

Octorara Area School District
Authorized Signer

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school name: OCTORARA AREA SCHOOL DISTRICT

Official PA Department of Education approved AEDY private provider name:
RIVER ROCK ACADEMY LLC

AND NOW, this 19th day of May 2023, RIVER ROCK ACADEMY LLC with a principal place of operations located at 2124 Ambassador Circle Lancaster, PA 17603 and the OCTORARA AREA SCHOOL DISTRICT enter into this Act 48 Program Placement Agreement as follows:

WHEREAS, RIVER ROCK ACADEMY LLC primary operations is an approved independent contractor for the delivery of alternative education services for disruptive youth and has been since 2005.

WHEREAS, OCTORARA AREA SCHOOL DISTRICT and, RIVER ROCK ACADEMY LLC have entered into a contractual arrangement, as further described herein, wherein OCTORARA AREA SCHOOL DISTRICT will have certain placement rights regarding “disruptive youth”, as defined in the Act that OCTORARA AREA SCHOOL DISTRICT desires to place their students into the RIVER ROCK ACADEMY LLC’S program for educational and counseling services.

NOW THEREFORE, in accordance with the aforesaid recitals, RIVER ROCK ACADEMY LLC and OCTORARA AREA SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. **DEFINITIONS**: The following definitions apply regarding the text of this Agreement:
 - a. **“TERM”**. For purposes of this Agreement, “Term” shall be defined as the 2023 2024 school year.
 - b. **“PROGRAM”**. For purposes of this Agreement, “Program” shall be defined as the, RIVER ROCK ACADEMY LLC Act 48 program;
 - c. **“PUBLIC SCHOOL”**. For purposes of this Agreement, “PUBLIC SCHOOL” shall collectively be defined as all schools of the OCTORARA AREA SCHOOL DISTRICT, acting by and through their authorized employees, agents and representatives; and
 - d. **“STUDENT”**. For purposes of this Agreement, “Student” shall be defined as a male or female in middle school, high school, or an area-vocational school

at OCTORARA AREA SCHOOL DISTRICT who has been officially enrolled and designated as a “disruptive youth” in accordance with the Act.

2. **MATRICULATION RIGHTS:** OCTORARA AREA SCHOOL DISTRICT shall have the right to matriculate students into the RIVER ROCK ACADEMY LLC program, under the following terms and conditions:

- a. OCTORARA AREA SCHOOL DISTRICT shall certify to RIVER ROCK ACADEMY LLC that the student is “disruptive” as defined in the Act and provide all pertinent information to RIVER ROCK ACADEMY LLC regarding said student;

3. **COST/PAYMENT:** OCTORARA AREA SCHOOL DISTRICT shall compensate RIVER ROCK ACADEMY LLC for the program services rendered to students as agreed or set below:

Reserved per diem cost as indicated in the “Contract for Reservation of Student Services” which includes Behavior Management, Therapeutic, and Educational services. Transportation will be provided by OCTORARA AREA SCHOOL DISTRICT.

RIVER ROCK ACADEMY will invoice OCTORARA AREA SCHOOL DISTRICT on a monthly basis.

4. **DURATION:** School Year 2023 2024

5. **COMPLIANCE – PDE GUIDELINES:** During the entire term of this Agreement, RIVER ROCK ACADEMY LLC and OCTORARA AREA SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2015 2017 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:

- a. RIVER ROCK ACADEMY LLC warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and Berks County, and that said facility has been approved by the Licensing and Inspection Bureau of Berks County, and that a valid Certificate of Occupancy has

been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.

b. RIVER ROCK ACADEMY LLC shall provide to OCTORARA AREA SCHOOL DISTRICT upon written request, any original licenses for review.

c. RIVER ROCK ACADEMY LLC warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.

d. RIVER ROCK ACADEMY LLC warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. RIVER ROCK ACADEMY LLC has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

II. SCHOOL FOOD SERVICE:

RIVER ROCK ACADEMY LLC shall NOT provide any food service and the requirements of Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c do not apply.

III. STAFFING:

a. RIVER ROCK ACADEMY LLC warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.

b. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff are citizens of the United States of America.

c. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as

required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse

IV. STUDENT ATTENDANCE:

a. RIVER ROCK ACADEMY LLC warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty-six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the RIVER ROCK ACADEMY LLC administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at RIVER ROCK ACADEMY LLC, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

a. RIVER ROCK ACADEMY LLC warrants that during the entire term of this Agreement, OCTORARA AREA SCHOOL DISTRICT shall receive a written progress report for each OCTORARA AREA SCHOOL DISTRICT'S student matriculated into RIVER ROCK ACADEMY LLC in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.

b. RIVER ROCK ACADEMY LLC and OCTORARA AREA SCHOOL DISTRICT their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

VI. TRANSPORTATION:

a. OCTORARA AREA SCHOOL DISTRICT will be responsible for transportation of said students to RIVER ROCK ACADEMY LLC'S program in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

a. RIVER ROCK ACADEMY LLC warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by RIVER ROCK ACADEMY LLC administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by RIVER ROCK ACADEMY LLC administrative staff, and a written report shall be completed by RIVER ROCK ACADEMY LLC. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the RIVER ROCK ACADEMY LLC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7)

RIVER ROCK ACADEMY LLC shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the RIVER ROCK ACADEMY LLC educational facility.

VIII. SCHOOL HEALTH SERVICES

RIVER ROCK ACADEMY LLC warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the RIVER ROCK ACADEMY LLC educational facility.

Student Health Services will be provided jointly by the OCTORARA AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC. RIVER ROCK ACADEMY LLC employs a Licensed Practical Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with OCTORARA AREA SCHOOL DISTRICT by the date of admission. RIVER ROCK ACADEMY LLC will monitor for compliance and work jointly with the public school to

maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

RIVER ROCK ACADEMY LLC warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

OCTORARA AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC will work cooperatively to ensure that all students required to take the PSSA (Pennsylvania State Standards Assessment) test will be given the test according to state regulations. OCTORARA AREA SCHOOL DISTRICT remains responsible to report the scores of the PSSA testing to the appropriate authority.

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

RIVER ROCK ACADEMY LLC and the OCTORARA AREA SCHOOL DISTRICT will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by RIVER ROCK ACADEMY LLC or cannot be provided by RIVER ROCK ACADEMY LLC during the period of enrollment will be the responsibility of OCTORARA AREA SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), RIVER ROCK ACADEMY LLC will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education. student is enrolled, RIVER ROCK ACADEMY LLC will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both

parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. RIVER ROCK ACADEMY LLC agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

In accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C (5) OCTORARA AREA SCHOOL DISTRICT shall set forth its internal policies to identify those OCTORARA AREA SCHOOL DISTRICT students who are eligible for the RIVER ROCK ACADEMY LLC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

XII. PERIODIC REVIEW OF STUDENTS:

OCTORARA AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

XIII. ANNUAL REPORT

RIVER ROCK ACADEMY LLC shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

EXEMPTION FROM STATUTORY REQUIREMENTS:

RIVER ROCK ACADEMY LLC warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding RIVER ROCK ACADEMY LLC operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 39).

CHALLENGES: RIVER ROCK ACADEMY LLC confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from a legal challenge(s) regarding the RIVER ROCK ACADEMY LLC Act 48 Program and/or

the actions of RIVER ROCK ACADEMY LLC as the Private Alternative Education Institution.

The RIVER ROCK ACADEMY LLC and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

HOLD HARMLESS/INDEMNIFICATION: RIVER ROCK ACADEMY LLC and OCTORARA AREA SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the RIVER ROCK ACADEMY LLC Board of Directors, Officers, Shareholders and OCTORARA AREA SCHOOL DISTRICT Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the OCTORARA AREA SCHOOL DISTRICT fails to fulfill any term, covenant or condition of this Agreement, OCTORARA AREA SCHOOL DISTRICT agrees to hold RIVER ROCK ACADEMY LLC harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding RIVER ROCK ACADEMY LLC failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing OCTORARA AREA SCHOOL DISTRICT to be a Defendant in litigation by a third party, RIVER ROCK ACADEMY LLC agrees to hold OCTORARA AREA SCHOOL DISTRICT harmless and indemnify OCTORARA AREA SCHOOL DISTRICT including costs and attorney fees.

INSURANCE: RIVER ROCK ACADEMY LLC will carry liability insurance for its employees and the program. A Class "A+" Liability Insurance Policy carrying an Aggregate Limit of \$3,000,000.00 and \$2,000,000.00 limit per occurrence will be purchased. The term for this policy runs yearly from April 19th to April 19th of the following year. A copy of the liability coverage is available to the District upon request and is on file in the administration office at 2124 Ambassador Circle Lancaster PA 17603.

INSOLVENCY OF PUBLIC SCHOOL: If OCTORARA AREA SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of RIVER ROCK ACADEMY LLC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to RIVER ROCK ACADEMY LLC within ten (10) days. If said payment is not received, all OCTORARA AREA SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at RIVER ROCK ACADEMY LLC and said records shall be forwarded by RIVER ROCK ACADEMY LLC. If said payment is received, the matriculated OCTORARA AREA SCHOOL

DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL: RIVER ROCK ACADEMY LLC agrees that the OCTORARA AREA SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty -day opportunity to cure said default by RIVER ROCK ACADEMY LLC.

TERMINATION – APPROVED PRIVATE PROVIDER

RIVER ROCK ACADEMY LLC retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by OCTORARA AREA SCHOOL DISTRICT for any of the following reasons:

- a. One or more material violations of this Agreement;
- b. Failure to timely comply with RIVER ROCK ACADEMY LLC requests for information regarding any matriculated students, or failure to cooperate with RIVER ROCK ACADEMY LLC staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any RIVER ROCK ACADEMY LLC invoice when due;
- d. Violations of any provision in Act 48 of the Pennsylvania School Code;
- e. Violations of any provisions of state or federal law from which OCTORARA AREA SCHOOL DISTRICT has not been exempted; OCTORARA AREA SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud;

COMPLIANCE - STATE REGULATIONS: RIVER ROCK ACADEMY LLC agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). OCTORARA AREA SCHOOL DISTRICT agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT: RIVER ROCK ACADEMY LLC agrees that this Agreement may not be assigned or transferred by RIVER ROCK ACADEMY LLC except to a successor in interest to all or substantially all of the assets or equity interests in RIVER ROCK ACADEMY LLC and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of RIVER ROCK ACADEMY LLC and the OCTORARA AREA SCHOOL DISTRICT.

COMPLIANCE: RIVER ROCK ACADEMY LLC agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and

procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

SEPARABILITY: RIVER ROCK ACADEMY LLC agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

JURISDICTION AND VENUE: Lancaster County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Lancaster shall be the appropriate venue for any dispute involving this agreement.

MISCELLANEOUS. This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding.

By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

RIVER ROCK ACADEMY LLC
2124 Ambassador Circle
Lancaster, PA 17603

ENTIRE AGREEMENT. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by RIVER ROCK ACADEMY LLC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by RIVER ROCK ACADEMY LLC shall be construed, respectively, to be a waiver of RIVER ROCK ACADEMY LLC rights or to represent any agreement by RIVER ROCK ACADEMY LLC to undertake or perform such act or matter thereafter.

NONDISCRIMINATION. RIVER ROCK ACADEMY LLC agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment

and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to RIVER ROCK ACADEMY LLC right to receive waivers from the same or RIVER ROCK ACADEMY LLC rights of noncompliance as set forth in Act 48 or other legal standard.

Chief School Officer of OCTORARA AREA
SCHOOL DISTRICT

Date

Christina Spielbauer

Christina Spielbauer, Sr. Vice President
River Rock Academy LLC

05/19/2023
Date

AGREEMENT BETWEEN

OCTORARA AREA SCHOOL DISTRICT AND COATESVILLE AREA SCHOOL DISTRICT

This Agreement dated on the last date signed by either party hereto is entered into by and between the Octorara Area School District (hereinafter referred to as "OASD"), and the Coatesville Area School District, (hereinafter referred to as "CASD").

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 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 CASD does not offer the type of training provided by OASD's Program; and

WHEREAS, OASD wishes to extend the invitation to eligible students in grades 10, 11 and 12 from CASD the opportunity to participate in its Homeland Security, Law Enforcement, Firefighting, Emergency Medical, and Related Protective Services Program beginning with the 2022-2023 school year; and

WHEREAS, OASD has established a tuition rate for the 2023-2024 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 CASD;

(a) *Program Details:* (1) The Program's schedule will permit students to enroll in periods 1-4 at their CASD high school. Students will enroll in English, Science, Social Studies, and Mathematics courses at their home high school. CASD acknowledges that there are state and national certification days during the Program that require attendance by students in the morning. CASD 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 CASD 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 CASD students shall be identical to that offered to OASD students.

(b) *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.

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

(d) *Supplies and Uniforms:* OASD will provide enrolled CASD students with ordering information of the required supplies and uniforms. All costs for supplies and uniforms will be the student's responsibility.

(e) *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 CASD 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, CASD'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.

(f) *Transportation:* The OASD will provide parking for CASD students who transport themselves to the Program.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

1. The above Recitals and agreements contained in the Recitals are incorporated herein by this reference as if fully set forth herein.

2. CASD 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 Agreement 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. 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.

[THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year set forth below.

COATESVILLE AREA SCHOOL
DISTRICT

By:

President

By:

Secretary

Date: _____

OCTORARA AREA SCHOOL DISTRICT

By:

President

By:

Secretary

Date: _____



CONSOLIDATED
ENGINEERS

1022 James Drive
Leesport, PA 19533
Tel 610-916-1600
Fax 610-916-1610

June 29, 2023

Mr. Jeff Curtis
Business Manager
Octorara Area School District
228 Highland Rd., Suite 1
Atglen, PA 19310

RE: Proposal for Engineering Services
Elementary School Cooling Renovation
Octorara Area School District

Mr. Curtis

Consolidated Engineers is pleased to have the opportunity to submit this proposal for engineering services for the Octorara Elementary School Cooling Renovation.

In our proposal, we have included the following:

- Design services for a total project budget of \$3,500,000. This includes all work required to add cooling to the building and other work as documented in the Budget Estimate letter dated March 10, 2023.
- Design of the mechanical, plumbing, and electrical systems. Design of a fire suppression system is not included in this proposal.
- Design of architectural work is also included and will be completed by an architect contracted as our consultant.
- Survey and design meetings as required.
- Creation of bid documents including drawings and technical specifications. Non-technical specifications required for the bid set will be create in coordination with the District.
- Attend design review meetings and provide meetings throughout the design phase to review the entire project as it proceeds.
- Document alternate bids to the contract as requested by the School District.
- Bidding services (answer RFI's, generate addenda, attend pre-bid, and bid opening).
- Provide recommendation to award bid to the School District after review of Bids.
- Construction administration services as follows:
 - Conduct bi-weekly construction meetings.
 - Visit the site weekly (after/before meetings on meeting weeks).
 - Perform above ceiling and final punch lists, and associated punch verification (up to two verification visits).
 - Review shop drawings.
 - Answer RFI's.
 - Generate construction changes as required.

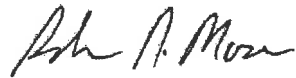
Items specially not included in our fee include the following:

- Design of asbestos removal or other environmental evaluations.
- Preparation of any code variances required by the design.
- Permitting fees.
- Advertising Costs.

To provide Design thru Construction Administration Services, we propose a fee equal to 6% of the total bids. Any designed Alternate Bids would be added to the final base bid number. The fee request includes design and construction administration services for General, HVAC, and Electrical services required for the above listed scope of work. The fee is broken out with the following percentages; 70% Design, 5% bidding, 25% Construction Administration.

We appreciate the opportunity to submit our proposal and look forward to completing a successful project with The Octorara School District. If you should have any questions or need additional information, please do not hesitate to contact our office.

Regards,
CONSOLIDATED ENGINEERS



Adam N. Moser, PE
Principal

Please sign and return the following authorization indicating your acceptance of this proposal, so that we may proceed as directed.

Reviewed and accepted by:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

LIBERTY DOOR SYSTEMS

1011 CEDAR AVE,
CROYDON, PA 19021

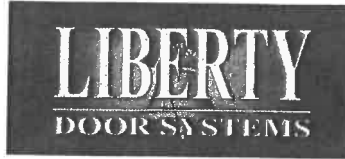
Phone: 215-364-8834

Fax : 215-364-8835

Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group



Estimate

Date	Estimate #
7/19/2023	23310

Name / Address
Octorara Area School District 228 Highland Road Atglen, PA 19310-1603

Ship To
Octorara Area School District 228 Highland Road Atglen, PA 19310-1603

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	IS Cores

Qty	Description	U/M
	Supply Only / Intermediate School Replacement Cores	
	PaCostars 008-E22-808	
250	BEST CorMax Interchangeable Core 1CX7X8W2626 - Combinated w/ one key per core.	
100	BEST 1AX1X8W1KS717KS699 Key Blanks	
1	Direct Ship	

Signature

Print

STEVEN LEEVER

Subtotal

\$12,017.00

Sales Tax (6.0%)

\$0.00

Total

\$12,017.00

THIS QUOTE IS VALID FOR 30 DAYS AND BASED ON THE QUANTITIES LISTED

LIBERTY DOOR SYSTEMS

1011 CEDAR AVE,
CROYDON, PA 19021

Phone: 215-364-8834

Fax : 215-364-8835

Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group

Estimate

Date	Estimate #
7/21/2023	24485

Name / Address
Octorara Area School District 228 Highland Road Atglen, PA 19310-1603

Ship To
Octorara Area School District 228 Highland Road Atglen, PA 19310-1603

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	key software

Qty	Description	U/M
	SUPPLY ONLY	
	Pa CoStars 008-E22-808	
1	BEST KSWIMP Keystone Web System Download	
1	BEST KSWN Keystone Web License for Software	

Signature	Print STEVEN LEEVER	Subtotal	\$3,542.21
THIS QUOTE IS VALID FOR 30 DAYS AND BASED ON THE QUANTITIES LISTED		Sales Tax (6.0%)	\$0.00
		Total	\$3,542.21

LIBERTY DOOR SYSTEMS
1011 CEDAR AVE,
CROYDON, PA 19021
Phone: 215-364-8834
Fax : 215-364-8835
Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group

Estimate

Date	Estimate #
7/19/2023	23311

Name / Address
Octorara Area School District 228 Highland Road Atglen, PA 19310-1603

Ship To
Octorara Area School District 228 Highland Road Atglen, PA 19310-1603

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	HS Cores

Qty	Description	U/M
	Supply Only / High School Replacement Cores PaCostars 008-E22-808	
475	BEST CorMax Interchangeable Core 1CX7X8W2626 - Combined w/ one key per core.	
100	1AX1X8W1KS717KS699 Key Blanks	
1	Direct Ship	

Signature	Print STEVEN LEEVER	Subtotal	\$22,485.25
THIS QUOTE IS VALID FOR 30 DAYS AND BASED ON THE QUANTITIES LISTED		Sales Tax (6.0%)	\$0.00
		Total	\$22,485.25

Addendum to June 5, 2023, Agreement for Services between OASD and CCRES
August 3, 2023

Schedule "A"

SERVICES

1. CCRES will provide the following Consultant as shall be needed to provide Interim Human Resource Director Services to the OASD. The Consultant Services to be provided by CCRES includes:
 - a. Educational Consultant
 - i. Catherine Rossi – Interim Human Resource Director, effective: June 5, 2023, through September 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.

Addendum to June 5, 2023, Agreement for Services between OASD and CCRES
August 3, 2023

Schedule "B"

FEES

1. From June 5 – September 30, 2023 (or less depending on the needs of the OASD), the fees to be remitted to CCRES by OASD for Interim Human Resource Director 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 Catherine Rossi	\$121.00 per hour

Addendum to June 5, 2023, Agreement for Services between OASD and CCRES
August 3, 2023

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

CCRES

DocuSigned by:
By: Michael Kelly
12FCAD7E83CA4E8...
CCRES Executive Director

Date: 8/3/2023

DocuSigned by:
By: [Signature]
EASDF20B943AD413...
CCRES Board Chairperson

Date: 8/3/2023

OASD

By: _____
OASD Superintendent

Date: _____

By: _____
OASD Board President

Date: _____



Book	Policy Manual
Section	800 Operations
Title	Records Management
Code	800 - NEW
Status	First Reading

Purpose

The Board recognizes the importance of establishing and maintaining a Records Management Plan that defines district staff responsibilities and complies with federal and state laws and regulations.

Authority

The Board shall retain, as a permanent record of the district, Board minutes, annual auditor's reports and annual financial reports. All other financial records, including financial account books, orders, bills, contracts, invoices, receipts and purchase orders, shall be retained by the district for a period of not less than six (6) years.[\[1\]](#)

All other district records shall be retained in accordance with state and federal law and regulations and the district Records Management Plan approved by the Board.

The district shall make a good faith effort to comply with all proper requests for record production. Selective destruction of records in anticipation of litigation is forbidden.[\[2\]](#)[\[3\]](#)

Definitions

Electronic Mail (Email) System - a system that enables users to compose, transmit, receive and manage text and/or graphic electronic messages and images across local area networks and through gateways connecting other networks. This information consists primarily of messages but may include attachments such as calendars, directories, distribution lists, word processing documents, spreadsheets, and other electronic documents.

Litigation Hold - a communication ordering that all records and data relating to an issue being addressed by current or potential litigation or investigation be preserved for possible production during the litigation or investigation.

Records - information, regardless of physical form or characteristics, that documents a transaction or activity of the district and that is created, received or retained pursuant to law or in connection with a transaction, business or activity of the district. The term includes a document, paper, letter, map, book, tape, photograph, film or sound recording, information stored or maintained electronically and a data-processed or image-processed document.[\[4\]](#)

Records Management Plan - the system implemented by the district for the retention, retrieval, and disposition of all records generated by district operations.

Records Retention Schedule - a comprehensive listing stating retention periods and proper disposition of records.

Delegation of Responsibility

Any individual responsible for the collection, maintenance and/or security of records on behalf of the district shall comply with state and federal laws and regulations, Board policies, district procedures and the Records Management Plan.

Records Coordinator

In order to maintain a Records Management Plan that complies with federal and state laws and regulations and Board policy, the Board designates the Superintendent or designee as the district's Records Coordinator who shall serve as the chairperson of the Records Management Committee.

The Records Coordinator shall be responsible to:

1. Ensure that training appropriate to the user's position and level of responsibility is provided. Such training may include:
 - a. Operation, care and handling of the equipment and software.
 - b. Requirements of the Records Retention Schedule.
 - c. Protocols for preserving and categorizing district records.
 - d. Procedures and responsibilities of district staff in the event of a litigation hold.
 - e. Identification of what is and what is not a record.
 - f. Disposal of records.
2. Review the Records Management Plan periodically to ensure that record descriptions and retention periods are updated as necessary.
3. Identify, when the retention period expires, the specific records to be disposed of and ensure that all identified records are properly disposed of annually.

Records Management Committee

A committee responsible for the development and recommendation of the district's Records Management Plan shall be established by the Board. The Records Management Committee shall give primary consideration to the most efficient and economical means of implementing the recommended Plan. Members of the Committee shall include the:

1. Open Records Officer.[5]
2. Superintendent.
3. Board Secretary.[6]
4. District solicitor.
5. Information Technology Director or designee.
6. Business Manager.
7. Board member(s).

The Records Management Committee shall meet periodically to evaluate the effectiveness and implementation of the Records Management Plan and recommend changes as needed.

Guidelines

Records Management Plan

The district's Records Management Plan shall be the principal means for the storage, retention, retrieval, and disposition of manual and electronic records, including emails. The Plan shall not rely primarily on backup systems to manage the retention and disposition of records.

The Records Management Plan shall include:

1. Comprehensive listing of records and data of the district.
2. Criteria to distinguish records of the ~~school~~ district from the supplemental personal records of individual employees.[\[7\]](#)[\[8\]](#)
3. System(s) of records storage and retrieval to be used, including in what form the records will be stored, maintained, reproduced, and disposed.
4. Preservation measures to protect the integrity of records and reduce the risk of a data breach. Such measures shall include encryption or other appropriate security procedures.
5. ~~Data map or flow chart detailing the sources, routes, and destinations of electronic records.~~
6. Procedures and employee(s) designated for determining whether an item is a record.
7. Procedures for adding, revising or deleting records and data, and any other details necessary to implement the Records Management Plan.
8. Records Retention Schedule.
9. Provisions for the storage and retrieval of records in the event of an emergency or disaster.
10. Staff positions authorized to access district records.
11. Procedures to be implemented in the event of a litigation hold that immediately suspends disposition of all records relevant to the current or potential claim. Such procedures shall specify:
 - a. Who can initiate a litigation hold.
 - b. How and to whom a litigation hold is communicated.
 - c. Who will determine which records are subject to the litigation hold.
 - d. Who will be responsible for collecting and preserving such records and data.
 - e. Who will be responsible for monitoring and ensuring the district's compliance with the litigation hold.
 - f. In what format the records will be collected.

~~When possible, records and data shall be stored in their original form, including metadata, such as creation date, author, type of file, etc.~~

For any record not covered by the Records Retention Schedule, the Records Management Committee shall determine how long the record shall be kept and recommend any necessary revisions to the retention schedule.

The district shall store, maintain and dispose of records in a manner that protects any sensitive, proprietary or confidential information or individual privacy rights, and helps conserve natural resources.

Manual Records

Manual records, which include all records not stored electronically, shall be retained and disposed of in accordance with the Records Management Plan.

Manual records shall be indexed in an organized and consistent manner, reflecting the way the records will be retained and referenced for later retrieval.

The district shall develop and maintain adequate and up-to-date documentation about each manual record system. Documentation may:

1. List system title and responsible employee(s) or office.
2. Define the contents of the system, including record formats.
3. Identify vital records and information.
4. Determine restrictions on access and use.

Electronic Records

Electronic records shall be retained and disposed of in the same manner as records in other formats and in accordance with the Records Management Plan.

Electronic records shall be indexed in an organized and consistent manner, reflecting the way the records will be retained and referenced for later retrieval.

The district shall develop and maintain adequate and up-to-date documentation about each electronic record system. Documentation may:

1. List system title and responsible employee(s) or office.
2. Specify all technical characteristics necessary for reading or processing the records stored on the system.
3. Identify all defined inputs and outputs of the system.
4. Define the contents of the system, including records formats and database tables.
5. Identify vital records and information.
6. Determine restrictions on access and use.
7. Describe update cycles or conditions.

Email Records

Email messages, in and of themselves, do not constitute records. Retention and disposition of email messages depend on the function and content of the individual message.

Records on an email system, including messages and attachments, shall be retained and disposed of in accordance with the district's Records Management Plan.

Email messages and attachments that do not meet the definition of records shall be deleted as required by the Records Management Plan.

Email records may be maintained as an electronic record or be printed and maintained as a manual record.

For each email considered to be a record, the following information shall be retained:

1. Message content.
2. Name of sender.
3. Name of recipient.
4. Date and time of transmission and/or receipt.

Contractors Service Providers

~~Records created or maintained by contractors employed by the Board shall be retained and disposed of~~ The Board requires service providers contracted by the district to create, maintain, retain and dispose of district records in accordance with the Records Management Plan.[\[9\]](#)

Legal

[1. 24 P.S. 518](#)

[2. 65 P.S. 67.901](#)

3. Pol. 828

[4. 65 P.S. 67.102](#)

5. Pol. 801

[6. 24 P.S. 433](#)

[7. 65 P.S. 67.708](#)

[8. 20 U.S.C. 1232g](#)

[9. 65 P.S. 67.506](#)

[65 P.S. 67.101 et seq](#)

[Federal Rules of Civil Procedure - 16, 26, 34, 37, 45](#)

Pol. 004

Pol. 006

Pol. 105.2

Pol. 114

Pol. 138

Pol. 203

Pol. 203.1

Pol. 209

Pol. 212

Pol. 216

Pol. 216.1

Pol. 233

Pol. 314

Pol. 324

Pol. 326

Pol. 334

Pol. 601
Pol. 609
Pol. 610
Pol. 618
Pol. 619
Pol. 702
Pol. 706
Pol. 716
Pol. 810
Pol. 810.1
Pol. 830
Pol. 912



Book	Policy Manual
Section	800 Operations
Title	Security of Computerized Personal Information/Breach Notification
Code	830
Status	First Reading

Purpose

The Board is committed to the security of the district's computerized data and to addressing the risk of a breach of the district's systems involving the possible disclosure of personal information. This policy addresses the manner in which the district will respond to unauthorized access and acquisition of computerized data that compromises the security and confidentiality of personal information.

Authority

The Board requires that records containing personal information be securely maintained, stored and managed in compliance with state and federal laws, regulations, Board policy, administrative regulations and the district's Records Management Plan.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

The Board directs **the district to provide notice as required by law** to any resident **of the Commonwealth** whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed or acquired by unauthorized persons.[\[1\]](#)

Definitions

Breach of the security of the system - unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the district as part of a database of personal information regarding multiple individuals and that **causes, or the district reasonably believes has caused, or will cause, loss or injury to any resident of the Commonwealth.** **Acquisition** of personal information by an employee or agent **acting in good faith on behalf** of the school district is not a breach of the security of the system if the personal information is not used for a purpose other than the lawful purpose of the district and is not subject to further unauthorized disclosure.[\[9\]](#)

Determination - a verification or reasonable certainty that a breach of the security of the system has occurred.[\[9\]](#)

Discovery - the knowledge of or reasonable suspicion that a breach of the security of the system has occurred.[\[9\]](#)

Encryption - the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.[\[9\]](#)

Personal information - includes an individual's **first name or** first initial and last name in combination with and linked to any one or more of the following, when not encrypted or redacted:[9]

1. Social Security number.
2. Driver's license number or state identification card number issued instead of a driver's license.
3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.
4. **Medical information, meaning any individually identifiable information contained in the individual's current or historical record of medical history or medical treatment or diagnosis created by a health care professional.**[9]
5. **Health insurance information, meaning an individual's health insurance policy number or subscriber identification number in combination with access code or other medical information that permits misuse of an individual's health insurance benefits.**[9]
6. **A user name or email address, in combination with a password or security question and answer that would permit access to an online account.**

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records **or widely distributed media.**[9]
[10]

Records - means any material, regardless of its physical form, on which information is recorded or preserved by any means, including written or spoken words, graphically depicted, printed or electromagnetically transmitted. This term does not include publicly available directories containing information that an individual has voluntarily consented to have publicly disseminated or listed, such as name, address or telephone number.[9]

Redact - includes, but is not limited to, alteration or truncation such that no more than the last four (4) digits of a Social Security number, driver's license number, state identification card number or account number is accessible as part of the data.[9]

Delegation of Responsibility

The Superintendent or designee shall ensure that the district provides notice, **as required by law,** of any breach **of the security of the district's systems.**[1]

The Superintendent, in collaboration with appropriate administrators, shall develop administrative regulations to implement this policy, which shall include, but not be limited to:[1]

1. **Procedures following discovery of a breach.**
2. **Procedures for the determination of a breach and whether breach notification is required under the law.**
3. **Breach notification procedures including timeline requirements, who must be notified and methods for such notice.**

Guidelines

Upon determination of a breach of the security of the system, the Superintendent or designee shall provide notice to **the district attorney in the county where the breach occurred and to any resident of the Commonwealth** whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed and acquired by an unauthorized person. Such notice shall be made **in accordance with the provisions of law regarding timelines and methods of notification.**[\[1\]](#)

The notice shall be made without **an unreasonable** delay, except when a law enforcement agency determines and advises the district in writing, **citing the applicable section of law,** that the notification would impede a criminal or civil investigation, or the district must take necessary measures to determine the scope of the breach and to restore the reasonable integrity of the data system.[\[11\]](#)
[\[12\]](#)

The district **shall** also provide notice of the breach if the encrypted information is accessed and acquired in an unencrypted form, if the security breach is linked to a breach of security of the encryption, or if the security breach involves a person with access to the encryption key.[\[1\]](#)

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Legal

[1. 73 P.S. 2301 et seq](#)

2. Pol. 113.4

3. Pol. 216

4. Pol. 324

5. Pol. 800

6. Pol. 800.1

7. Pol. 815

8. Pol. 830.1

[9. 73 P.S. 2302](#)

10. Pol. 801

[11. 73 P.S. 2303](#)

[12. 73 P.S. 2304](#)

[15 U.S.C. 1681a](#)



Book	Policy Manual
Section	800 Operations
Title	Data Governance - Storage/Security
Code	830.1
Status	First Reading

Purpose

The district is required to collect, create, store and manage data and information. Accurately maintaining and protecting such data is essential for efficient district operations, legal compliance, confidentiality and upholding trust with the ~~school~~ district community.

This policy addresses the Board's commitment to sound data governance related to the integrity and security of the data collected, maintained, stored and managed by the district.

Authority

The Board recognizes the importance of establishing and maintaining a system of data governance that addresses district staff responsibilities and complies with federal and state laws and regulations regarding data storage, security and records management. The district's data governance system shall meet or exceed industry and/or government standards for data protection and privacy of personal information.[1][2]

The Board directs that the creation, collection, retention, retrieval and disposition of district records shall be governed by Board policy and the district's Records Management Plan and Records Retention Schedule.[3]

The Board directs notifications of a breach of the security of the district's computerized data system involving an individual's personal information to be conducted in accordance with law and Board policy.[4][5]

Definitions

Confidential Data/Information - information regarding which law, Board policy or contract prohibit disclosure or that may be disclosed only in limited circumstances. Confidential data includes, but is not limited to, personally identifiable information and other personal information regarding students, employees and district residents.[6][7][8]

Critical Data/Information - information that is essential to district operations and that must be accurately and securely maintained to avoid disruption to district operations.

Data Governance - the district's comprehensive system to ensure the integrity of data created, collected, stored, secured and managed by the district.

Encryption - the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.[9]

Personal Information - includes an individual's first name or first initial and last name in combination with and linked to any one or more of the following when not encrypted or redacted:[5][9]

1. Social Security number.
2. Driver's license number or state identification card number issued instead of a driver's license.
3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.
4. Medical information, meaning any individually identifiable information contained in the individual's current or historical record of medical history or medical treatment or diagnosis created by a health care professional.[9]
5. Health insurance information, meaning an individual's health insurance policy number or subscriber identification number in combination with access code or other medical information that permits misuse of an individual's health insurance benefits.[9]
6. A user name or email address, in combination with a password or security question and answer that would permit access to an online account.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.[9][10]

Records Management Plan - the system implemented by the district for the storage, retention, retrieval and disposition of all records generated by district operations.[3]

Records Retention Schedule - a comprehensive listing stating retention periods and proper disposition of records.[3]

Delegation of Responsibility

The Superintendent, in coordination with the

{x } Director of Information Technology,

{x } Business Manager,

{ } _____ Other,

shall develop procedures necessary to implement this policy.

All individuals who are granted access to confidential and/or critical data/information are required to keep the information secure and are prohibited from disclosing or assisting in the unauthorized disclosure of such data/information.[5][11]

The Director of Technology shall conduct regular vulnerability and risk assessments to monitor the integrity of the district's system of data governance.

The Superintendent shall ensure that this policy is reviewed at least annually and updated as necessary.
[1][2]

Guidelines

The district's system of data governance shall include, but not be limited to, the following:

1. Data security controls that meet or exceed industry and/or government standards for data protection and privacy, to ensure that only authorized individuals have access to computerized data.

2. A plan for backup and recovery of data to protect against information loss. Redundant backup systems of data storage shall be securely maintained in separate physical locations or in separate data storage systems.
3. Training requirements for individuals who have access to confidential and/or critical data and information.
4. Provisions to minimize the risk of unauthorized access, alteration or erasure of computerized data.
[5]
5. An inventory of all software applications, digital tools and platforms, and related instruments comprising the data governance system.
6. Procedures for addressing a breach of data and cybersecurity incidents.[5]
7. Procedures and acceptable use provisions for access to data and protection of privacy and personal information for students, staff and district residents.[5][12]
8. A requirement that all service providers retained or contracted by the district for data governance and records management purposes meet or exceed industry and/or government standards for data protection and privacy of personal information.

{x } Use of Personal Electronic Devices and Resources

{x } The district prohibits storage of confidential and/or critical data/information of the district on a personal electronic device, personal email account or other personal platform. District staff and service providers shall use district-controlled accounts and platforms to securely access, store or transmit confidential and/or critical data/information of the district.

Service Providers

Service providers retained or contracted by the district shall comply with law, Board policy, administrative regulations and district procedures regarding data security and integrity of data containing confidential and/or critical data/information of the district.[3][5]

The district shall ensure that the agreement or contract for service with a service provider who may have access to confidential and/or critical data/information reflects appropriate data security provisions.

Consequences

Failure to comply with law, Board policy, administrative regulations or procedures regarding data governance and security may result in the following disciplinary measures and possible pursuit of civil and criminal sanctions:[13][14][15]

1. Employees may be disciplined up to and including termination.
2. Volunteers may be excluded from providing services to the district.
3. The termination of a business relationship with a service provider.

NOTES:

If district has three (3) employee sections, remember to change the policy cites in the policy and references.

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[2. 73 P.S. 2305.2](#)

3. Pol. 800

[4. 73 P.S. 2301 et seq](#)

5. Pol. 830

6. Pol. 113.4

7. Pol. 216

8. Pol. 324

[9. 73 P.S. 2302](#)

10. Pol. 801

11. Pol. 828

12. Pol. 815

13. Pol. 317

14. Pol. 818

15. Pol. 916



Octorara Area School District Elementary Schools

Primary Learning Center (K-2). Octorara Elementary School (3-4). Octorara Intermediate School (5-6)

www.octorara.k12.pa.us

Krista Lease
OPLC Principal
klease@octorara.org

Brian Dikun
OES Principal
bdikun@octorara.org

Christian Haller
OIS Principal
challer@octorara.org



K-6 Parent/Guardian Handbook revisions for 2023-2024

Page 13 under Chaperones added:

Siblings are not permitted to attend field trips.

Page 13 under heading **SUPPORTING POSITIVE BEHAVIOR IN THE ELEMENTARY SCHOOLS** added:

Teachers at the OPLC & OES will begin each day with Morning Meeting time to promote Social and Emotional learning. Teachers at the OIS will be using the resource Discovery Education.

Morning Meeting is a learning structure where students gather in a circle and engage in a brief and positive way to support them to be their best selves and do their best learning for the day. Beginning the school day with Morning Meeting helps students to feel safe, welcome, and ready to learn. By prioritizing fifteen to twenty minutes in the beginning of the day for Morning Meeting, we can give students an opportunity to make positive social connections both student-to-student and student-to-teacher. There are many ways to infuse academics into Morning Meeting as well. Students will review concepts that have been taught as well as create excitement for the learning planned for the day ahead.

Morning Meeting supports students by:

- Starting the day on a positive note
- Creating a positive learning community
- Providing opportunities to learn and practice social and emotional skills, habits, and mindsets
- Encouraging cooperation and teamwork
- Practicing speaking and listening skills
- Fostering reflective thinking and conversations that connect to learning throughout the day

During the 2023-2024 school year OIS students will learning the following Discovery Education themes:

- Destiny
- Humility
- Truth
- Champion
- Courage
- Curiosity

Page 23 added link to medical exemption form

Page 25 added highlighted sentence

Occurring at Home

If your child is injured outside of school, **notify the school nurse with any care that may be needed through the school day. A physician report is required for any activity restrictions.**

Page 26 under **Breakfast and Lunch Program** added:

The Octorara Area School District participates in the Community Eligibility Provision as of the 23-24 school year. Breakfast and Lunch will be provided at no charge to all students without the need to fill out an application of any kind. Students are encouraged to take both meals every school day.

Any questions should be directed to the food service director at 610-593-8238 ext. 30588.

All students are given an ID number which they will be required to use to purchase a la carte/snack items from the cafeteria. The student must have money with them or money in their accounts to purchase these items from the cafeteria. Deposits can be made online at www.schoolcafe.com or the student may turn money in directly to the cashier.

Students caught stealing food or beverages from the cafeteria will be prosecuted as required by School Board policy.

Page 26 under **Parent Involvement**

Types of volunteers are:

Position Volunteer – An adult applying for or holding an unpaid position with the district or a program, activity or service, as a person responsible for the child's welfare or having direct volunteer contact with children. Example: Tutors, Coaches, Activity Advisors

Non - Position Volunteer- Any individual who voluntarily provides services to the School District without compensation on a routine/repetitive basis, and who will work directly under the supervision and direction of a teacher or administrator employed by the district and does not apply direct services to the children or have unsupervised contact with students. Examples: Collecting tickets at events, working concession stands, day chaperones, PTO and homeroom parents.

Visitor- A visitor is defined as an adult 18 years or older, parent/guardian, adult resident, educator, official or other individual who is not a district employee or independent contractor, and who visits a school or attends or participates in a single event completed in one to two days and does not have unsupervised contact with students. Examples: Spring Fair, Field Day, District Assemblies, Guest Reader and Assist in classroom celebrations.

Teamwork means that we share a common ideal and embrace a common goal. Regardless of our differences, we strive shoulder to shoulder, confident in one another's faith, trust and commitment. In the end, teamwork can be summed up in five short words ... "We believe in each other."

Changes to the 2023-2024 Jr./Sr. Student Handbook

Page 17: Tardiness to School

Students late to school beyond the 10th day may be assigned Social Restriction at administrator's discretion.

Page 18: Cafeteria

Senior High School students may access the picnic tables, if weather is appropriate. Staff will determine the number of students permitted to access the picnic tables.

Page 18-19: Community Eligibility Provision

The Octorara Area School District participates in the Community Eligibility Provision as of the 23-24 school year. Breakfast and Lunch will be provided at no charge to all students without the need to fill out an application of any kind. Students are encouraged to take both meals every school day.

Questions should be directed to the food service director at 610-593-8238 ext. 30588.

All students are given an ID number which they will be required to use to purchase a la carte/snack items from the cafeteria. The student must have money with them or money in their accounts to purchase items from the cafeteria. Deposits can be made online at www.schoolcafe.com or the student may turn money in directly to the cashier.

Students caught stealing food or beverages from the cafeteria will be prosecuted as required by School Board policy.

Page 19: Career and Technical Education

The Octorara Area School District is unique to other districts in Chester County in that the Senior High School includes a school within a school model by incorporating twelve Career and Technical Education (CTE) Programs.

Octorara Area Career & Technical Education Programs (OACTEP) courses allow students to combine both college preparation and real-world workforce skills development into one customized education program.

OACTEP courses encourage students to explore and prepare for careers in engineering, industrial technology, and agriculture; social and human services; arts and communication; science; and business, marketing, and finance. Programs of study are organized by career clusters, which include distinct groupings of occupations and industries based on the knowledge and skills they require.

Academic and practical training keeps pace with post-secondary institutions and business/industry. Students are well prepared for continued education at entry-level positions or continued education at technical schools and colleges. Career and technical programs are aligned to the Pennsylvania State Standards and focus on national industry certifications. OACTEP courses are elective courses. Depending on the program, students receive 3 or 4 elective credits. Each program meets 2-3 periods per day. The senior year may culminate in a Capstone co-op experience where students will apply their classroom knowledge and skills to a real-world work setting. Upon successful completion of a career and technical education course of study, students may receive industry level certifications and college credits.

Page 19: Clubs, Organizations, and Activities

- Aevium (S)
- Diversity Club
- eSports Club (S)
- Game Club (J,S)
- Green Club
- Martial Arts Club (J,S)
- Secular Student Alliance

Page 21: Counseling Services

The Counseling Department offers several informational presentations for students and/or parents throughout the school year, which include but are not limited to the topics of Financial Aid, FAFSA Completion, College and Career Planning, PSAT/Pre-ACT Results Interpretation, High School Scheduling, Career and Wellness, and Career and Technology Education. Computer-aided services for career guidance, college selection, and financial aid are also available.

Page 23: Administrative Disciplinary Levels

Under Level III Student Misconduct

Ethnic, religious, racial, sexual slurs; written, verbal or drawn (meant to be demeaning to others)

Page 29-30 Graduation Requirements *(already published in 23-24 Program of Studies)*

Beginning with Class of 2024 Beginning with Class of 2025

English 4 credits English 4 credits
Social Studies 3 credits Social Studies 3 credits
Science 3(4) credits* Science 3(4) credits*
Mathematics 4(3) credits* Mathematics 4(3) credits*
PE/Health 1/5 credits** PE/Health 1/5 credits**

Personal Finance .5 credit Personal Finance .5 credit
 Electives 8 credits Electives 7 credits
 Keystone Exams*** Keystone Exams***
TOTAL 24 credits TOTAL 23 credits

Page 31 Hall Passes

- One, uniformed color pass will be used for all students while attending class in the junior high school.

Page 32 Health Suite Procedures

Students should report to the nurse when injured or ill. In order to enter the health suite, a student must have a pass from the teacher. A pass signed by the nurse must be presented upon the student's return to class. It is the student's responsibility to request a pass or to have one signed. No student is to leave the health suite without the nurse's permission.

Page 33 Injuries Occurring at School

At times students may be injured at school. Minor cuts and scrapes will be treated with first aid. When major injuries occur, such as possible sprains or fractures, head injuries, etc., every attempt will be made to contact the parent. A physician referral will be made if needed. Parents are asked to follow-up with the school nurse with any plan of care issued by the doctor.

Page 33 Medications

The Medication Permission form is available [here](#) or from your school nurse.

Page 36-37 RESTRICTIONS

- **Social Restriction**
 - Students who are put on Social Restriction due to Suspension or are sent to the school suspension room, will not be permitted to attend any social events during the time they have been assigned social restriction.
 - Length of Social Restriction will be determined by administration and will not exceed 15 school days.
- **Academic Restriction** - Students will be notified via email when grade verification begins. Students will also be notified via email and in person when they are placed on academic restriction.
 - Students who receive Academic Restriction due to 2 or more failing grades at the time of grade verification, students will not be permitted to attend social events until the student has less than 2 failing grades.

Administration will determine exceptions to Academic and Social Restrictions.

Page 40 2023-24 Bell Schedule

2023 - 2024 Octorara Jr. Sr. High School Schedule

	BEGINS	ENDS	DURATION
Student Arrival	7:30 AM	7:42 AM	0:12
Warning Bell	7:42 AM		
Period 1	7:45 AM	8:35 AM	0:50
Period 2	8:39 AM	9:29 AM	0:50
Period 3	9:33 AM	10:23 AM	0:50

FOLLOW YOUR A, B, or C LUNCH SCHEDULE

Period 6	12:49 PM	1:39 PM	0:50
Period 7	1:43 PM	2:33 PM	0:50

LUNCH SCHEDULE

A	B	C
Lunch A 10:27 - 10:57	Period 4 10:27 - 11:17	Period 4 10:27 - 11:17
Period 4 11:01 - 11:51	Lunch B 11:21 - 11:51	Period 5 11:21 - 12:11
Period 5 11:55 - 12:45	Period 5 11:55 - 12:45	Lunch C 12:15 - 12:45

Note: Follow the lunch schedule vertically

Page 42 TCHS Rotation and TCHS In-Service Schedule


TCHS Not in Session due to TCHS in-service days or school closure on:

- September 25, 2023
- November 7, 2023
- January 19, 2024
- February 16, 2024
- March 28-29, 2024
- April 23, 2024
- May 21, 2024

Seniors' last day is May 30, 2024

Underclassmen last day is June 5, 2024

TO: OASD School Board

FROM: Jim Scanlon, Interim Superintendent 

RE: Memorandum of Understanding – Clarification of Supplementals in the Collective Bargaining Unit

DATE: June 30 2023

Attached is a Memorandum of Understanding between the School Board and Octorara Education Association. We are updating the appendix in the Collective Bargaining Agreement to match our current supplemental positions. There are no new costs to these changes with the exception of the board approved girls wrestling for the Junior HS, and Senior HS. Here is a summary of the document:

- The document has been re-formatted to make it easier to read.
- There are two coaching positions created for Girls Wrestling at the high school –The Board approved this sport last year after the CBA was approved. We are now making it part of the CBA.
- We added one assistant coach for boys baseball. This matches the number of coaching positions we have been using for at least the past two years. This was done due to the number of students participating in the sport.
- We added one assistant coach for girls softball. This matches the number of coaching positions we have been using for at least the past two years. This was done due to the number of students participating in the sport.
- We added three cheerleading coaches. The Board approved these positions in August, 2021 (2 of them), and August 2022 (1 position). We are updating the CBA to match current practice.
- The document was reviewed for Title IX compliance.
- The Association agrees with these changes.

Summary of overall costs: \$11,780

As per the collective bargaining agreement, each point is worth \$620 for the supplemental.

- 2 positions for girls wrestling (10 points for head coach, 9 for assistant coach)- \$11,780. This is included in the 2023-24 budget.
- 1 assistant for boys baseball – We have already been paying for this coach, so there is no new money needed.
- 1 assistant for girls softball – We have already been paying for this coach, so there is no new money needed.
- 3 cheerleading positions – We have already been paying for these coaches, so there is no new money needed.

This item will be on the August 21 Board Agenda. Please contact Dr. Leever with any questions.

Pc: Jeff Curtis, Business Manager
Dr. Jonathan Propper, JSHS Principal
Mr. Greg Fantazzi, Athletic Director
Dr. Steve Leever, Superintendent

High School Sport	Varsity Head Coach	Varsity Assistant Coach
Baseball	1 @ 7 points	3 @ 6 points each
Basketball (boys)	1 @ 10 points	1 @ 9 points
Basketball (girls)	1 @ 10 points	1 @ 9 points
Cheerleading (fall)	1 @ 7 points	1 @ 6 points
Cheerleading (winter)	1 @ 7 points	1 @ 6 points
Cross Country	1 @ 7 points	1 @ 6 points
Field Hockey	1 @ 7 points	1 @ 6 points
Football	1 @ 10 points	4 @ 7 points each
Golf	1 @ 7 points	N/A
Indoor Track (boys)	1 @ 7 points	N/A
Indoor Track (girls)	1 @ 7 points	N/A
Soccer (boys)	1 @ 7 points	2 @ 6 points
Soccer (girls)	1 @ 7 points	2 @ 6 points (2) title IX
Softball	1 @ 7 points	3 @ 6 points each
Tennis (boys)	1 @ 7 points	N/A
Tennis (girls)	1 @ 7 points	N/A
Track (boys)	1 @ 7 points	2 @ 6 points each
Track (girls)	1 @ 7 points	2 @ 6 points each
Volleyball	1 @ 7 points	1 @ 6 points
Wrestling (boys)	1 @ 10 points	1 @ 9 points
Wrestling (girls)	1 @ 10 points	1 @ 9 points

Junior High Sport	Jr. High Head Coach	Jr. High Assistant Coach
Basketball (boys)	1 @ 4 points	1 @ 4 points
Basketball (girls)	1 @ 4 points	1 @ 4 points
Cheerleading (fall)	1 @ 4 points	N/A
Cheerleading (winter)	1 @ 4 points	N/A
Cross Country	1 @ 4 points	1 @ 4 points
Field Hockey	1 @ 4 points	1 @ 4 points
Football	1 @ 6 points	1 @ 4 points
Soccer (boys)	1 @ 4 points	1 @ 4 points
Soccer (girls)	1 @ 4 points	1 @ 4 points
Track (boys & girls)	1 @ 4 points	3 @ 4 points
Volleyball	1 @ 4 points	1 @ 4 points
Wrestling (boys)	1 @ 4 points	1 @ 4 points

Middle School Sport	Middle School Head Coach	Middle School Asst. Coach
Baseball	1 @ 4 points	1 @ 3 points
Softball	1 @ 4 points	1 @ 3 points

Sport	Head Coach	Assistant Coach
High School Intramurals: <i>\$3,000.00 set aside; coaching positions not defined.</i>	N/A	N/A
Junior High Intramurals: <i>\$3,000 set aside; coaching positions not defined.</i>	N/A	N/A
Elementary Intramurals: <i>\$3,000 set aside; coaching positions not defined.</i>	N/A	N/A