

OCTORARA AREA SCHOOL DISTRICT WORK SESSION

**October 9, 2023– 7:00 p.m.
Jr. High School Multi-Purpose Room**

DISCUSSION GUIDE

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Visitors' Comments – Agenda Items Only
5. Presentations
 - A. Culinary and Baking Pastry Arts Student Presentation
6. Information Items
7. Presentation of Agenda Items for the October 16, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors approve the EAP Employer Services Agreement with Penn Medicine effective November 1, 2023.
 - B. That the Octorara Board of School Directors approve the request from Youth Wrestling to use the Sr. High School Gymnasium on Sunday, January 7, 2024 prior to 1:00 p.m. for a tournament.
 - C. That the Octorara Board of School Directors approve the grant with Community Action Partnership of Lancaster County for \$4,000 for the Kindergarten Transition Program for supplies.
 - D. That the Octorara Board of School Directors approve the following student activity clubs at the Octorara Jr./Sr. High School:
 - Chess Club
 - Latino Club
 - E. That the Octorara Board of School Directors approve the following policies, first reading:
 - 006 *Meetings*
 - 216.1 *Supplemental Discipline Records*
 - 251 *Students Experiencing Homelessness, Foster Care and Other Educational Instability*
 - F. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Rachel Schreiber as a Library Assistant at the Octorara Elementary School effective October 20, 2023. (Hired September 17, 2012)

- G. That the Octorara Board of School Directors accept the resignation of Ms. Savannah Fitzgerald as a CTE Instructional Assistant at the Octorara Jr./Sr. High School effective October 13, 2023. (Hired February 21, 2023)

Hiring Approvals:

- H. That the Octorara Board of School Directors approve Ms. Alexis Stratman as a Food Service employee effective October 9, 2023 pending completion of employee related documents required by law and the District. Ms. Stratman's rate will be \$15.00 per hour for four hours per day. (Replacing Lynn Spaulding who resigned.)
- I. That the Octorara Board of School Directors approve the transfer of Ms. K.C. Testerman from Assistant Musical Director at 6 points (\$3,720) to Musical Director at 8 points (\$4,960). (Replacing Nicole Norton who resigned.)

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

Jude Unitis	Jr. High Head Football Coach	6 pts @ \$620	\$3,720
Jen Hoskins	Mentor Sarah Danforth	2 pts @ \$620	\$1,240
Holly Conte	Mentor Grace Meyer	2 pts @ \$620	\$1,240
Jen Watson	Sr High Student Council	3 pts @ \$620	\$1,860
Adam Udell	Sr High Student Council	3 pts @ \$620	\$1,860
Joe Lynch	Asst Musical Director	6 pts @ \$620	\$3,720

- K. That the Octorara Board of School Directors approve the following substitute teacher for the 2023-2024 school year:
Christian Day, Emergency

8. Policy Committee Report
9. Facility Committee Report
10. Other Items/Concerns
11. Visitors' Comments – General
12. Administrator Comments/Announcements
13. Board Comments
14. Adjournment

Policy/Facility Committee Meeting – Monday, October 9, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Executive Session for Personnel - Monday, October 9, 2023 – Prior to the Work Session in room 102 at the Jr. High School

Finance Committee Meeting – Monday, October 16, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Next regularly scheduled Board Meeting – Monday, October 16, 2023 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

Education Committee Meeting – Monday, October 23, 2023 – 6:00 p.m. in room 102 at the Jr. High School

PENN MEDICINE EAP
EAP EMPLOYER SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this *First* day of *November, 2023* ("Effective Date"), by and between Octorara School District ("Client"), 228 Highland Road, Atglen, PA 19310 and The Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System and on behalf of PENN MEDICINE EAP, 3400 Walnut Street, Philadelphia, Pennsylvania 19104.

BACKGROUND

- A. Client has established an Employee Assistance Program ("EAP") and Work-Life Benefits program ("WLB"), in which employees and other eligible beneficiaries can participate. This shall include full time and part time employees and their spouse and dependents under the age of twenty-six (26), collectively described as "EAP/WLB Eligible Employees". Client desires to make available to EAP/WLB Eligible Employees services covered under the EAP and WLB program ("EAP/WLB Services").
- B. PENN MEDICINE EAP provides and/or arranges for the provision of EAP/WLP Services through a network of Licensed Counselors and Work Life Professionals.
- C. PENN MEDICINE EAP desires to provide for Client, and Client desires to retain PENN MEDICINE EAP to provide EAP/WLB Services pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in this Agreement, and intending to be legally bound, Client and PENN MEDICINE EAP agree as follows:

1. Purpose of EAP/WLB Program Services

The following objectives are an integral part of the EAP/WLB Services:

- 1.1 To assist Client in achieving peak workplace efficiency, the EAP/WLB Services will endeavor to address the full spectrum of personal concerns affecting the attitude, attendance, and general productivity of Client's employees.
- 1.2 To assist Client's management by making available resources for the health and well-being of Client employees by offering EAP/WLB Services to EAP/WLB Eligible Employees.
- 1.3 To assist Client's supervisors and management by providing a range of structured solutions to address, and to the extent feasible, anticipate and make reasonable efforts to mitigate personal concerns of employees that may affect job performance.

- 1.4 To provide confidential, short-term assistance, to EAP/WLB Eligible Employees who are referred to the EAP or those who voluntarily seek assistance from the EAP and to establish an appropriate course of action to provide the opportunity to resolve the EAP/WLB Eligible Employees' personal and professional concerns, whether or not they impact workplace productivity.

2. Obligations of PENN MEDICINE EAP

- 2.1 **Provision of EAP/WLB Services.** As of the Effective Date, PENN MEDICINE EAP, on behalf of the Client, shall provide and arrange for the provision of EAP/WLB Services to EAP/WLB Eligible Employees with a comprehensive network of Licensed Counselors who are authorized to provide EAP services in the state in which they practice. EAP/WLB Eligible Employees will not be charged any co-pay for EAP/WL benefits. All services are free and confidential, for the number of sessions or visits provided in this Agreement. PENN MEDICINE EAP will also provide connection to Work Life Professionals to provide WLB services.
- 2.2 **Credentialing Licensed Counselors.** PENN MEDICINE EAP shall require that Licensed Counselors maintain the legally required professional licenses, accreditation and/or certifications within the Commonwealth of Pennsylvania or in any other state in which their services are provided to EAP/WBL Eligible Employees. Further, PENN MEDICINE EAP shall require Licensed Counselors to have in full force and effect comprehensive professional malpractice insurance.
- 2.3 **Use of Network Providers.** PENN MEDICINE EAP shall require the providers ("Network Providers"), with which it contracts, to provide and/or arrange for the provision of EAP/WLB Services in accordance with applicable professional standards of quality of care.
- 2.4 **Wellness/Employee Workshops/Presentations.** PENN MEDICINE EAP shall arrange to provide EAP and WLB related Wellness/Employee Workshops/Presentations to Client's managers and supervisors. PENN MEDICINE EAP will provide Two (2), one-hour, EAP/WLB Wellness/Employee Workshops/Presentations from PENN MEDICINE EAP Workshop Catalog, attached as Exhibit "A" during each one-year term of this Agreement contract at no charge. These presentations shall be on-site or virtual. Any Wellness/Employee Workshops /Presentations over and above Two (2), during a one-year term will be billed at Two hundred Fifty Dollars (\$250) per hour. Customized trainings requested by Client's department or units will be billed at Three Hundred Fifty Dollars (\$350) per hour.
- 2.5 **Critical Incident Response.** PENN MEDICINE EAP will provide Two (2) critical incident consultations and interventions, either on-site or virtual, per one-year term, as needed for individuals, units, and organization-wide, at no charge. Additional on-site or virtual Critical Incident Responses will be charged at Two hundred Fifty Dollars (\$250.00) per hour.

A critical incident is any situation that causes a work group to experience strong reactions that have the potential to interfere with present or future productivity. These could range from circumstances such as an employee death or company downsizing, to violence in the workplace, to a terrorist attack. PENN MEDICINE EAP is prepared to provide a comprehensive range of services to address such issues. A critical incident consultation will be conducted to determine which services are appropriate.

2.6 Promotional Programming. PENN MEDICINE EAP will reasonably assist in the development, availability, and use of promotional materials and activities, which encourage the use of the program. Promotional materials will include wallet cards, brochures, Newsletters (English and Spanish) and posters. Neither Party will use the name, logo, or trademark of the other (or of any of the other's affiliates) in any form of publicity or promotional or advertising material, or in any communications with the media without the other Party's prior written consent to the specific contemplated use. University of Pennsylvania Health System (UPHS) does not allow the use of its logo on non-UPHS materials.

2.7 Management Consultation. PENN MEDICINE EAP will provide consultation with, training of, and assistance to Client leadership, (human resources, managers, and supervisors) seeking to manage an employee with work or mental health issues, enhance the work environment, or improve employee job performance. PENN MEDICINE EAP will assist Client leadership in the use, as appropriate, of constructive confrontation, motivation, and short-term intervention with employees to address problems that effect job performance.

2.8 Mandatory and Formal Referrals: PENN MEDICINE EAP will further assist Client leadership with counseling to employees who are referred by leadership via a Mandatory Referral or Formal Referral as described herein.

Mandatory Referral: A comprehensive method of assisting companies in dealing with employees whose alcohol / drug use is in violation of stated company policies. Mandatory Referrals are available for employees exhibiting at-risk behaviors in the workplace.

Formal Referral: A process for the employer who has identified an employee with performance issues to refer the employee to Penn Medicine EAP. A thorough assessment will be conducted. Penn Medicine EAP Clinicians will collaborate with Octorara School District leadership to discuss the referral and coordinate services. Penn Medicine EAP Clinicians will work closely with employees throughout the treatment process to monitor the efficacy of treatment and compliance with treatment recommendations through treatment completion. This allows the employer to offer employee assistance with the goal of improving performance in the workplace. The process is not punitive, but one in which services are provided for the employee, so that productivity may be restored.

2.9 Reports. PENN MEDICINE EAP will provide Client with ongoing analysis of the effectiveness of the EAP program. To this end, quarterly reports shall be provided to Client. All reports will include only de-identified and aggregated data and statistics, to protect the confidentiality of the individuals utilizing the EAP/WLB Services. The general data categories and type of statistics is described in Exhibit "B".

2.10 Related Services. In addition to those services set forth above in Sections 2.1 through 2.9, PENN MEDICINE EAP shall provide the following Related Services:

2.10.1 Access to Services. PENN MEDICINE EAP will maintain a toll-free telephone number, (888-321-4433), 24-hours-a-day, and 7-days-a-week for EAP/WLB Eligible Employees to call when they need services. The call center will be staffed during business hours with EAP Licensed Clinicians. During non-

business hours, an on-call EAP Licensed clinician will be available. Access to EAP Services is also accessible through our website at: <https://www.med.upenn.edu/PennMedicineEAP/>. Intakes for counseling can be submitted via our online take form at: <https://pennmedicine.eapintake.com/>. An intake associate will contact the EAP/WLB Eligible Employee the following business day to assist with access to EAP services.

- 2.10.2 **Intake.** EAP clinicians will have access to GAD7 and PHQ9 assessment tools to assess for safety and level of care. The referral to a network provider for all others can be done either by an EAP Clinician or an Operations Specialist. Following the intake, the EAP/WLB Eligible Employee will be referred to a Licensed Counselor in their geographical area. Face-to-face and telehealth services are available to all EAP/WLB Eligible Employees. Routine appointments will be scheduled within 7-10 business days unless the caller's preferences delay the process. PENN MEDICINE EAP will offer assistance, as needed, until an appointment is scheduled. Emergency counseling and crisis intervention services are available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year, through the twenty-four (24) hour toll-free EAP line. Crisis intervention is available by way of phone consultation or crisis referral provided by an EAP clinician. Access to EAP Services is accessible through our website at: <https://www.med.upenn.edu/PennMedicineEAP/>. Intakes for counseling can be submitted via our online take form at: <https://pennmedicine.eapintake.com/> or by calling us at (888) 321-4433.

2.10.3 **EAP Referrals.**

- 2.10.3.1 PENN MEDICINE EAP will provide EAP/WLB Eligible Employees with access to a comprehensive EAP network of Licensed Counselors to provide face-to-face and/or telehealth counseling services. PENN MEDICINE EAP will provide and/or arrange for the provision of short-term counseling services to EAP/WLB Eligible Employees. Such short-term counseling services shall provide EAP/WLB Eligible Employees with prepaid access for up to Three (3) sessions with Licensed Counselors per issue per rolling year.
- 2.10.3.2 Intake staff and/or EAP Licensed Counselors shall attempt to identify and/or assess problems of the caller, develop an appropriate plan of action, and when in the Counselor's discretion deemed necessary, recommend, or refer the EAP/WLB Eligible Employee to an appropriate resource to receive a higher level of care. If during the initial intake or during the Licensed Counselor's initial assessment, there is an indication of a need for longer term counseling beyond the defined number of sessions, or the need for highly specialized behavioral health services (such as chemical dependency treatment), PENN MEDICINE EAP shall provide the individual with a referral to an appropriate treatment resource.

- 2.10.3.3 No new referrals into EAP sessions will be made for an EAP/WLB Eligible Employee who is currently participating in EAP sessions.

3. Obligations of Client

- 3.1 **Website Maintenance.** Client shall maintain on its Client websites current information on the scope of EAP/WLB Services as defined in this Agreement. Any revisions to existing materials and/or any new materials made available on the Client's websites shall be coordinated with PENN MEDICINE EAP prior to release of said revised and/new materials.

4. Financial Matters

- 4.1 **Compensation for EAP/WLB Services.** In consideration for performing the EAP/WLB Services, Client shall pay PENN MEDICINE EAP a fee equal to Twenty Dollars (\$20.00) per EAP/WLB Eligible Employee per year commencing November 1, 2023 through October 31, 2024.
- 4.2 **Billing.** PENN MEDICINE EAP will bill Client Quarterly. Client will make payment to PENN MEDICINE EAP within Thirty (30) days of receipt of invoice.
- 4.3 **Payment Process:** Client shall make quarterly payments to PENN MEDICINE EAP. On or before the fifteenth (15th) of the month preceding the end of each quarter, Client will provide PENN MEDICINE EAP with an "employee count" of all EAP/WLB Eligible Employees. The "employee count" shall serve as the basis for determining the quarterly fee.
- 4.4 **Initial Employee count:** The initial "employee count" of Eligible Employees is 334 employees.
- 4.5 **No Billing of EAP/WLB Eligible Employees.** In no event shall PENN MEDICINE EAP or any of its Licensed Counselors bill, charge, seek reimbursement from, or otherwise seek recourse against any EAP/WLB Eligible Employee, unless such an individual becomes ineligible, as defined by Client in Section 3.1 above, to receive these services. Except for an ineligible employee, PENN MEDICINE EAP is entitled to compensation for these services solely from the Client, as outlined in this Agreement. Licensed Counselors are entitled to the payment of fees for services rendered by them solely from PENN MEDICINE EAP.
- 4.6 **Costs for Promotional Materials.** Cost sharing for any promotional programs developed during the Term of this Agreement shall be contingent upon mutual agreement by Client and PENN MEDICINE EAP concerning each party's respective responsibility for the cost thereof.

5. Term.

This Agreement shall have a term of one (1) year commencing on November 1, 2023 ("Effective Date"). This Agreement shall automatically renew for additional 1-year term(s) unless written notice is given by a party of Termination no less than ninety (90) days prior to the end of the current term. If a party to the Agreement wants to renegotiate the rates for EAP/WLB services, it shall provide notice no less than 90 days to the end of the current term and renewal is contingent on the parties mutually agreeing on the revised rates prior to the current expiration date.

6. Termination.

6.1 **Termination for Cause.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement, provided such breach is not cured within thirty (30) days following receipt of written notice regarding such breach. This Agreement shall terminate at the end of the 30-day cure period if there is no cure, or as such later time as may be specified in the notice of termination, or as agreed upon by the parties.

6.2 **Termination without Cause:** PENN MEDICINE EAP and Client may terminate this Agreement for convenience and without cause upon 180 days written notice to the other party.

6.3 **Post-Termination Obligations.**

6.3.1 **Review of Active Cases.** PENN MEDICINE EAP and Client shall promptly review all active cases at the time of termination. PENN MEDICINE EAP shall be responsible for arranging to provide counseling services that commenced prior to the termination date; PENN MEDICINE EAP will work with the individual and have them transitioned to the new provider for services, up to and including three (3) sessions per eligible employee, as allowed in this agreement. Client is solely responsible for any fees or costs due the new provider for any transitioned services. The transition period shall be no longer than thirty (30) days after the date of termination.

6.3.2 **Fee Payment after Termination.** Client shall pay all fees, which may be due and payable to PENN MEDICINE EAP on the date of termination, within thirty (30) days of the termination date. Any fees for services rendered by PENN MEDICINE EAP after the termination date shall be payable upon presentation of an invoice by PENN MEDICINE EAP to Client.

6.3.3 **Transition of Active Cases.** At the request of Client, PENN MEDICINE EAP shall provide such services and assistance as may be reasonably necessary to properly transfer, consistent with HIPAA requirements, all patient records and other documentation related thereto. PENN MEDICINE EAP shall receive proper documentation from Client and the new provider along with authorization from the patient allowing the record transfer. In addition, such authorizations shall release PENN MEDICINE EAP from all liability in connection with such transfer, provided such transfer, complies with all laws and regulations governing confidentiality of Client and health records.

7. Liability and Insurance.

7.1 **Standard of Care.** PENN MEDICINE EAP agrees to perform the EAP/WLB Services herein with the professional standard of care, skill and diligence which is applicable to the services.

7.2 **Hold Harmless.** PENN MEDICINE EAP shall not be responsible for the acts or omissions of any other person, including, without limitation, the Client or the Network Providers performing any services in connection with this Agreement, and PENN MEDICINE EAP shall only be responsible for the performance of its obligations in accordance with the terms of this Agreement.

7.3 **Insurance.** PENN MEDICINE EAP shall maintain comprehensive general liability and professional liability insurance and will provide evidence of coverage to Client upon request.

8. Relation and Status of Parties.

8.1 **PENN MEDICINE EAP Not Insurer or Agent.** Notwithstanding anything to the contrary in this Agreement, neither PENN MEDICINE EAP nor any of the Network Providers are insurers, guarantors, underwriters, agents, or brokers.

8.2 **No Third Party.** This Agreement is solely between Client and PENN MEDICINE EAP and is not intended to create any right or legal relationship with any other party.

9. Confidentiality

9.1 **Patient Confidentiality.** PENN MEDICINE EAP shall require its Network Providers in their agreements to take reasonable steps to protect the confidentiality of all patient records created and maintained under this Agreement and to prevent their unauthorized disclosure to third parties, except as authorized by applicable law, and including compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") 42 U.S.C. 1171 *et seq.*

9.2 **Protection of Personal Identifiable Information of EAP/WLB Eligible Employees.** Client and PENN MEDICINE EAP have access to PHI of EAP/WLB Eligible Employees and Client and PENN MEDICINE EAP shall respect the confidential nature of that information. It is the responsibility of Client and PENN MEDICINE EAP to take reasonable steps to protect the information to which they have access and to safeguard the information from loss or misuse. The Parties agree that only individuals who have a "need to know" in their official capacity as a Client employee and/or a PENN MEDICINE EAP employee shall have access to such data.

10. Proprietary Interests

10.1 **Protection of Proprietary Interests.** During the course of performance under this Agreement, the parties and their respective agents, employees and representatives may obtain or have access to certain proprietary and confidential documents and information of the other party, including, without limitation to, operational methods, legal structures, operation of the Network, financial and rate information, computer programs, trademarks, trade names and service marks, and the existence of this Agreement (collectively, the "Proprietary Information"). Each party agrees that the Proprietary Information will be maintained on a strictly confidential basis and will be disclosed to only those agents, employees and representatives who require such for purposes of this Agreement and who have been advised of and have agreed to be bound by the terms of this section. Each party further warrants, represents, undertakes and agrees, for itself, its affiliates, and their respective agents, officers, directors, employees and representatives: (a) to keep the Proprietary Information confidential; (b) to use the Proprietary Information only as is necessary to carry out the terms and conditions of this Agreement, and not for any competitive purpose; (c) not to disclose the Proprietary Information to any person without prior written consent of the other parties, except as may be required by law; and (d) to take reasonable precautions to prevent unauthorized disclosure of the Proprietary Information, including notifying their employees and agents who may have access to such Proprietary Information of such obligations.

10.2 **Ownership of Proprietary Information.** Each party agrees the Proprietary Information shall remain proprietary to and the property of the party providing or developing such Proprietary Information.

11. MISCELLANEOUS

11.1 **Assignment and Binding Effect.** Neither party hereto may assign or delegate any of the rights and obligations hereunder without the prior written consent of the other.

- 11.2 **Fraud and Abuse.** If any provision of this Agreement is determined by an appropriate regulatory agency, court of law or a mutually acceptable opinion of counsel to violate any applicable state or federal anti-kickback or anti-referral law or regulation, or any applicable state insurance or similar law, the parties hereto agree to renegotiate in good faith such provision to cure such violation. If acceptable revisions cannot be reached, then either party hereto may terminate this Agreement upon thirty (30) days advance written notice to the other party.
- 11.3 **Adjustment for Errors.** All payments made under this Agreement are subject to adjustment in the event of an error affecting such payment. Appropriate adjustments will be made within thirty (30) days after receipt of written notice of the error.
- 11.4 **Severability.** The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 **Record Maintenance.** PENN MEDICINE EAP will maintain records under this Agreement for a period of seven (7) years or such longer period as may be required by law.
- 11.6 **Fees and Expenses.** Each party hereto shall be responsible for all fees, costs and expenses incurred by that party in connection with the preparation of and performance under this Agreement.
- 11.7 **Survival.** Sections 9 and 10 shall survive termination of this Agreement.
- 11.8 **Headings.** The Section headings used herein have been included for convenience only and shall not be considered in interpreting this Agreement. All references to sections and exhibits are to sections and exhibits of this Agreement unless otherwise specified.
- 11.9 **Further Assurances.** Each of the parties hereto, without further consideration, shall execute, acknowledge, and deliver instruments and documents as the other party may reasonably request or require effectuating fully the purposes and intent of this Agreement.
- 11.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument. The parties agree that a facsimile transmission of an executed counterpart of this Agreement shall have the same binding effect on the signatory as an executed and delivered original. The parties further agree, for conformity purposes only, to exchange copies of executed counterpart originals promptly after the aforesaid facsimile transmissions so that each party may have one fully executed original.
- 11.11 **Non-Discrimination.** PENN MEDICINE EAP shall require its Licensed Counselors to not differentiate or discriminate in their counseling or treatment of any individuals, or the access to treatment of any individuals. PENN MEDICINE EAP shall require its Licensed Counselors to provide the services in accordance with the professional standards applicable to the Licensed Counselors'.
- 11.12 **Amendment of AGREEMENT.** The parties may amend the terms of this Agreement only by written agreement signed by the Client and PENN MEDICINE EAP.
- 11.13 **Notices.** Any notice, demand, or communication required, permitted, or desired, shall be deemed effectively given if in writing and personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to PENN MEDICINE EAP:

3535 Market Street, Suite 200

Philadelphia, PA 19104

Attention: Patrick M. Mahanger, COO, Department of Psychiatry, University of PA

If to Client:

Octorara Area School District

228 Highland Road

Atglen, PA 19310

Attention: _____

Or to such other address, and to the attention of such other person(s) or officer(s) as any party may designate by written notice to the others.

PENN MEDICINE EAP

Octorara Area School District

Patrick M. Mahanger date

Chief Operating Officer

Department of Psychiatry

University of Pennsylvania

date

Print Name and Title



**SUBRECIPIENT AGREEMENT
BETWEEN
COMMUNITY ACTION PARTNERSHIP OF LANCASTER COUNTY, INC.
AND
OCTORARA SCHOOL DISTRICT**

Allocated Funding (23-24)

Funded Amounts: ~~\$4000.00- program supplies~~

ARTICLE I. STATEMENT OF WORK

SUBRECIPIENT will provide the support and consultation necessary to facilitate family engagement activities in the school district

- Play and Learn Groups
 - Fall 2023-Spring 2024
- Kindergarten Transition
 - Fall 2023-Spring 2024

ARTICLE II. AGREEMENT TERM

The term of this Agreement shall be effective September 1, 2023, and shall end on May 31, 2024.

ARTICLE III. REPORTING

Program Reporting: SUBRECIPIENT will report on the progress and results of the work required under **ARTICLE I** to Meg May, *Director of Community Partnerships*, mmay@caplanc.org.

Financial Reporting: CAP requires an expenditure reporting to be submitted by the 15th of the month following the end of the agreement (June 15, 2024.) To complete an accurate report, designated agencies are required to submit an expenditure detail on the PNC Expenditure Tracker by June 15th, 2024.

ARTICLE IV. COMPENSATION AND PAYMENT

- A. SUBRECIPIENT will receive funding at the rates as outlined in the “Allocated Funding” above.
- B. **Distribution of Funds:** Because this funding is used to support multiple agencies working collaboratively to support the First 10 initiative, CAP will distribute funds to designated agencies in the following manner:

\$15,000 or Less: If the agencies annual allocated funding amount is \$15,000 or less, a check (or ACH transfer) for the full designated amount will be issued in advance to the designated agency by the 15th of the month after CAP receives the funding distribution from PNC.

- C. In order for any payments to be processed under this Agreement, SUBRECIPIENT must submit a completed W-9 form. Email the W-9 form to Meg May (mmay@caplanc.org).

ARTICLE V. ASSIGNMENT

SUBRECIPIENT shall not assign, sell or transfer this Agreement, its obligations under this Agreement or any interest under this Agreement without the prior written consent of CAP.

ARTICLE VI. TERMINATION AND SUSPENSION

CAP may terminate or suspend this agreement in whole or part for cause upon 30 day written notice to SUBRECIPIENT. Cause for termination or suspension includes, but is not limited to, the following occurrences:

- A. Failure on the part of SUBRECIPIENT to comply with the terms of this Agreement;
- B. A determination by CAP that the results of the work or services required under **ARTICLE I** are less than satisfactory;
- C. Contractor's loss of license (if one is required) to perform the services required by this Agreement;
- D. Bankruptcy or insolvency of SUBRECIPIENT;

SUBRECIPIENT must report to CAP immediately and in writing if SUBRECIPIENT loses a necessary license or becomes insolvent or bankrupt.

In all instances of termination or suspension, SUBRECIPIENT shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, SUBRECIPIENT will be given reasonable time to cure any deficiency in performance. If the deficiency is not corrected within a reasonable time, the Agreement may then be immediately terminated or suspended.

Upon receipt of a notice of termination or suspension as specified above, SUBRECIPIENT shall take immediate action to minimize all expenditures and obligations financed by this Agreement. SUBRECIPIENT shall furnish a progress report through date of termination. SUBRECIPIENT will be reimbursed for all obligations properly incurred prior to termination or suspension. The SUBRECIPIENT shall submit a final invoice within forty-five (45) days of the termination of the project.

ARTICLE VII. RECORDS AND AUDIT

Records for this Agreement shall be retained by SUBRECIPIENT for at least five years after final payment under this Agreement. SUBRECIPIENT agrees to give CAP and its designees or their authorized representatives access to these records or any other pertinent books, documents, papers or other records, in order to make audits, examinations, excerpts and transcripts. Access shall be available during normal working hours and upon reasonable notice. This right of access shall be retained for five years after final payment under this agreement, and shall continue for as long as the records are retained by SUBRECIPIENT.

ARTICLE VIII. ACCEPTANCE

This Agreement shall not be considered accepted or effective until signed below by authorized representatives of both of the parties. By signing below, each individual warrants that he or she is authorized to bind his or her organization to this Agreement.

Payment(s):

Payments will be mailed to:

**FOR COMMUNITY ACTION PARTNERSHIP
OF LANCASTER COUNTY:**

Vanessa Philbert, CEO

Date: _____

FOR SCHOOL DISTRICT:

Date: _____

Octorara Area School District

Request for Establishment of Activity Club Form

1. NAME (PROPOSED) OF ORGANIZATION:

Chess Club

2. PURPOSE OR OBJECTIVE: Describe why this organization is being formed.

There has been high number of requests, as well as numerous students playing everyday in the library.

3. BENEFIT: How will the students/district will benefit from the establishment of this organization?

Chess is a strategic game that improves cognitive skills. Many students already utilize the chess boards in the library. The district can gain recognition with the possibility of tournaments or matches with other schools.

4. ELIGIBILITY OF STUDENTS: Are students required to meet certain eligibility requirements before participating in this organization? If so, please indicate those requirements.

If end up going to tournaments or matches, must be in good academic standing

5. LEADERSHIP:

Who will be the club

CO- advisors Danielle Kelley and Rebecca Rotz

How will this activity be organized, how it will be run, are the officers elected or appointed, etc.

Thursdays afterschool until 3:15 in library; President and VP appointed

6. FUND RAISING:

- a. Will this organization raise funds? YES _____ NO ☒
- b. If yes, briefly describe typical fund-raising activities.

7. USE OF FUNDS: Describe how funds raised will be used to benefit the students or the district.

Possible cost of entering and/or travelling to tournaments or matches with other schools in the area.

8. FINANCIAL DEPENDENCE: Will this organization require any financial assistance from the General Fund?

Yes ☒ No _____ If yes, briefly describe the assistance needed and the whether it is a continuing year-to-year

need: It may be a possibility IF we enter tournaments or need equipment this year

FINANCIAL RESPONSIBILITIES: Identify who will be responsible for any funds and how the decisions to raise funds/spend funds will be made and documented.

Octorara Area School District
Request for Establishment of Activity Club Form

Danielle Kelley and Rebecca Rotz, the advisors, will keep track
of funds and keep a record of costs.

Date Submitted 9/26 Submitted by: ~~Rebecca~~ Rebecca Rotz

Please Print: Rebecca Rotz

Principal Approval: Jill Superintendent Approval: [Signature]

Laysha Luna, Gabriella Miranda, Evelyn, Jasmine Gutierrez

Octorara Area School District Request for Establishment of Activity Club Form

1. NAME (PROPOSED) OF ORGANIZATION: Latino Club
2. PURPOSE OR OBJECTIVE: Describe why this organization is being formed. To have hispanics and latinos feel welcomed. Educate others and ourselves.
3. BENEFIT: How will the students/district will benefit from the establishment of this organization?
If we get new hispanic/latino students we can help educate them and feel welcomed.
4. ELIGIBILITY OF STUDENTS: Are students required to meet certain eligibility requirements before participating in this organization? If so, please indicate those requirements. NO.
5. LEADERSHIP:
Who will be the club advisor Cara Pakes, & Karelis Del Valle
How will this activity be organized, how it will be run, are the officers elected or appointed, etc.
We will meet once a month, President, Secretary, Treasurer
6. FUND RAISING:
 - a. Will this organization raise funds? YES ☒ NO ☐
 - b. If yes, briefly describe typical fund-raising activities.
Movie nights, bake sales, traditional fundraisers.
7. USE OF FUNDS: Describe how funds raised will be used to benefit the students or the district. For hispanic history month better ideas.
8. FINANCIAL DEPENDENCE: Will this organization require any financial assistance from the General Fund?
Yes ☒ No ☐ If yes, briefly describe the assistance needed and the whether it is a continuing year-to-year need: Since we are a brand new club, we would need funds to get started and fund events.

FINANCIAL RESPONSIBILITIES: Identify who will be responsible for any funds and how the decisions to raise funds/spend funds will be made and documented. Cara Pakes - we will record our fundraisers and amounts raised.

Date Submitted _____ Submitted by: _____

Please Print: _____

Principal Approval: John Superintendent Approval: Stacy



Book	Policy Manual
Section	000 Local Board Procedures
Title	Meetings
Code	006
Status	First Reading
Adopted	November 18, 2019

Parliamentary Authority

All Board meetings shall be conducted in an orderly and business-like manner. Robert's Rules of Order shall govern the Board in its deliberations in all cases in which it is not inconsistent with law, state regulations or Board procedures.[\[1\]](#)[\[2\]](#)

Quorum

A quorum shall consist of a majority of the members of the Board. No business shall be transacted at a meeting without a quorum, but the school directors present at such a meeting may adjourn to another time.[\[3\]](#)

Presiding Officer

The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a school director shall be elected President pro tempore by a majority of those present and voting to preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Notice

Notice of all public Board meetings, including committee meetings and work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and posting of such notice on the district website and at the administrative offices of the Board.[\[8\]](#)[\[9\]](#)

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.[\[8\]](#)[\[9\]](#)
2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.[\[8\]](#)[\[9\]](#)
3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.[\[8\]](#)[\[9\]](#)

4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of the meeting and sending copies of such notice to interested parties.[\[8\]](#)
5. Notice of all public meetings shall be given to any newspaper(s) circulating in Lancaster and Chester County and any radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.[\[9\]](#)

Notice of all rescheduled meetings and special meetings shall be given to each school director no later than twenty-four (24) hours prior to the time of the meeting.[\[9\]](#)[\[10\]](#)

Regular Meetings

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.[\[2\]](#)[\[11\]](#)

1. ~~X~~ Agenda

It shall be the responsibility of the Superintendent, in cooperation with the Board President and Board Secretary, to prepare an agenda of the items of business to come before the Board at each regular open public meeting.

The agenda, together with all relevant reports, shall be provided to each school director within a reasonable time prior to the meeting.

The district shall publicly post the agenda for all open meetings of the Board or Board committees at which deliberation or official action may take place no later than twenty-four (24) hours prior to the time of the meeting, as follows:

1. On the district website.
2. At the location of the meeting.
3. At the district's administrative office.

The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting.

Additions to the Agenda

The Board may deliberate or take official action on matters not included in a posted agenda only under the following circumstances:

Emergencies - The matter of business relates to a real or potential emergency involving a clear and present danger to life or property.

Business Arising Within Twenty-Four (24) Hours Prior to the Meeting - The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement.

Business Raised by Residents or Taxpayers During the Meeting - When a matter of Board business is raised by a resident or taxpayer during a meeting:

1. The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or
2. If the matter is de minimis (minor) in nature and does not involve expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.

Majority Vote - During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the school directors present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the district's website and at the administrative office no later than the first business day following the meeting at which the agenda was amended. The unanimous consent procedure may not be used in place of majority vote for this purpose.

The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and special open meetings of the Board. These requirements and rules do not apply to:

1. Conference sessions.

2+ Executive sessions.

~~Items of business may be suggested by Board members, the Superintendent, or citizens of the district for inclusion on the agenda. Items suggested by citizens of the district shall be submitted in writing and received in the office of the Superintendent at least seven (7) days before the meeting in order to be considered for inclusion on the written agenda.~~

~~Whether or not an item will be included on the agenda, its place on the agenda, and at which meeting, if any, will be considered decisions of the Board.~~

If the agenda includes an item of business related to removal of an officer of the Board, the agenda shall be provided to each school director at least seven (7) days before the meeting.

Special Meetings

Special meetings may be called for special or general purposes and shall be public except when conducted as an executive session for purposes authorized by law. [\[2\]](#)[\[5\]](#)[\[10\]](#)[\[12\]](#)

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) school directors. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the school directors. [\[5\]](#)

No business shall be transacted at any special meeting except that named in the call sent to school directors for such special meeting. [\[10\]](#)

Public Participation

At each public Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment in accordance with law and Board procedures and policy. [\[2\]](#)[\[13\]](#)

Voting

All motions shall require for adoption a majority vote of those school directors present and voting, except as provided by statute or Board procedures.

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another school director.

Special Voting Requirements –

**Indicates actions for which the minutes also must reflect how each school director voted.*

1. Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:
 - a. Appoint as Board Secretary a former school director who has resigned, before the expiration of the term for which the director was elected. **[14][15]*
 - b. Appoint as solicitor a former school director who has resigned, before the expiration of the term for which the director was elected. **[14][15]*
2. Actions requiring the affirmative votes of two-thirds of the full membership of the Board:
 - a. Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure. **[15][16][17]*
 - b. Adding or increasing appropriations to meet an emergency or catastrophe. **[15][17]*
 - c. Hiring as a teacher a former school director who has resigned, before the expiration of the term for which the director was elected. **[14][15]*

- d. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.*[\[15\]](#)[\[18\]](#)
 - e. Incurring temporary debt ~~(non-emergency)~~.*[\[17\]](#)[\[19\]](#)
 - f. Dismissing a tenured professional employee after a hearing.*[\[15\]](#)[\[20\]](#)
 - g. Borrowing in anticipation of current revenue.*[\[15\]](#)[\[21\]](#)
 - h. ~~Adopting or changing textbooks without the recommendation of the Superintendent~~
3. ~~Actions requiring the affirmative votes of two-thirds of those voting in the presence of a quorum:~~
- ~~a. Incurring temporary debt to meet an emergency or catastrophe.*[\[15\]](#)[\[17\]](#)~~
 - ~~b. Adopting or changing textbooks without the recommendation of the Superintendent.*[\[15\]](#)[\[22\]](#)~~
4. Actions requiring the affirmative votes of a majority of the full membership of the Board:
- a. Fixing the length of the school term.*[\[15\]](#)
 - b. Adopting textbooks recommended by the Superintendent.*[\[15\]](#)[\[23\]](#)
 - c. Appointing the district Superintendent and Assistant Superintendent(s).*[\[15\]](#)[\[24\]](#)[\[25\]](#)
 - d. Appointing teachers and principals.*[\[15\]](#)
 - e. Adopting the annual budget.*[\[15\]](#)[\[26\]](#)
 - f. Appointing tax collectors and other appointees.*[\[15\]](#)[\[27\]](#)[\[28\]](#)
 - g. Levying and assessing taxes.*[\[15\]](#)[\[29\]](#)
 - h. Purchasing, selling, or condemning land.*[\[15\]](#)
 - i. Locating new buildings or changing the location of old ones.*[\[15\]](#)
 - j. Creating or increasing any indebtedness.*[\[15\]](#)
 - k. Adopting planned instruction.[\[15\]](#)[\[30\]](#)
 - l. Establishing additional schools or departments.*[\[15\]](#)
 - m. Designating depositories for school funds.*[\[15\]](#)[\[31\]](#)[\[32\]](#)
 - n. Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year.*[\[15\]](#)[\[17\]](#)
 - o. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements).*[\[15\]](#)[\[33\]](#)
 - p. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.*[\[15\]](#)

- q. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.*[15]
- r. Dismissing, after a hearing, a Superintendent, Assistant Superintendent or non-tenured teacher.*[15][34][35]
- s. Determining the location and amount of any real estate required by the school district for school purposes.*[15][36]
- t. Vacating and abandoning property to which the Board has title.*[15][37]
- u. Appointing a school director to fill a vacancy on the Board.*[15][38]
- v. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[5]
- w. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[39]
- x. Adopting, amending or repealing Board procedures and policy.[40]
- y. ~~Combining or reorganizing into a larger school district.~~[41] Approving or denying a charter school application.
- z. ~~Adopting a corporate seal for the district.~~[42] Approving or denying a multiple charter school organization application.
- aa. Establishing joint school or departments.

Abstention from Voting

A school director shall be required to abstain from voting when the issue involves either one of the following:

1. Conflict of interest under the Ethics Act.[43][44][45]

Prior to the vote being taken, the school director shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

Conflict of interest - use by a public official of the authority of his/her office or any confidential information received through his/her holding public office for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.[43]

De minimis economic impact – an economic consequence which has an insignificant effect.[43]

Immediate family – parent, spouse, child, brother or sister.[43]

Business with which associated – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.[43]

2. Relative recommended for appointment to or dismissal from a teaching position.[20][46]

Relative – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt.

The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for questions related to conflict of interest.[\[44\]](#)[\[45\]](#)

Minutes

The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all public Board meetings. Said minutes shall be comprehensible and complete and shall show:[\[47\]](#)[\[48\]](#)

1. Date, place, and time of the meeting.
2. Names of school directors present.
3. Presiding officer.
4. Substance of all official actions.
5. Actions taken.
6. Recorded votes and a record by individual members of all roll call votes taken.[\[49\]](#)
7. Names of all residents who appeared officially and the subject of their testimony.
8. Any matter added to the posted agenda, including the substance of the matter, the announced reason and the recorded vote, where applicable.

The Board Secretary shall provide each school director with a copy of the minutes of the last meeting prior to the next regular meeting.[\[1\]](#)

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary.[\[50\]](#)

Notations and any tape or audiovisual recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule.[\[1\]](#)[\[51\]](#)[\[52\]](#)

Recess/Reconvene

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy.[\[8\]](#)[\[9\]](#)[\[53\]](#)

Executive Session

The Board may hold an executive session, which is not an open meeting, before; during; at the conclusion of a public meeting; or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or after the executive session.[\[12\]](#)[\[54\]](#)[\[55\]](#)

The Board may discuss the following matters in executive session:

1. Employment issues.
2. Labor relations.
3. Purchase or lease of real estate.
4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.

5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.

6. School safety and security, of a nature that if conducted in public, would:[\[12\]](#)

a. Be reasonably likely to impair the effectiveness of school safety measures.

b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

Official actions based on discussions held in executive session shall be taken at a public meeting.

Work Sessions

The Board may meet as a Committee of the Whole in a public meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board procedures.[\[2\]](#)[\[53\]](#)

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by school directors. Public notice of the meeting shall be made in accordance with Board procedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures.[\[8\]](#)[\[9\]](#)

Committee Meetings

Standing committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by members of the committee.[\[8\]](#)[\[9\]](#)[\[53\]](#)

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, standing committee meetings shall be open to the public, other school directors, and the Superintendent.[\[2\]](#)

A majority of the committee or the chairperson may invite Board employees, consultants or other persons who have special knowledge of an area under discussion.

Legal

[1. 24 P.S. 407](#)

[2. 65 Pa. C.S.A. 701 et seq](#)

[3. 24 P.S. 422](#)

[4. 24 P.S. 405](#)

[5. 24 P.S. 426](#)

[6. 24 P.S. 427](#)

[7. 24 P.S. 428](#)

[8. 65 Pa. C.S.A. 703](#)

[9. 65 Pa. C.S.A. 709](#)

[10. 24 P.S. 423](#)

[11. 24 P.S. 421](#)

[12. 24 P.S. 425](#)

13. Pol. 903

[14. 24 P.S. 324](#)

[15. 24 P.S. 508](#)

[16. 24 P.S. 609](#)
[17. 24 P.S. 687](#)
[18. 24 P.S. 707](#)
[19. 24 P.S. 634](#)
[20. 24 P.S. 1129](#)
[21. 24 P.S. 640](#)
[22. 24 P.S. 803](#)
23. Pol. 108
[24. 24 P.S. 1071](#)
[25. 24 P.S. 1076](#)
26. Pol. 604
27. Pol. 005
28. Pol. 606
29. Pol. 605
30. Pol. 107
[31. 24 P.S. 621](#)
32. Pol. 608
33. Pol. 610
[34. 24 P.S. 1080](#)
[35. 24 P.S. 514](#)
[36. 24 P.S. 702](#)
[37. 24 P.S. 708](#)
[38. 24 P.S. 315](#)
39. Pol. 004
40. Pol. 003
[41. 24 P.S. 224](#)
[42. 24 P.S. 212](#)
[43. 65 Pa. C.S.A. 1102](#)
[44. 65 Pa. C.S.A. 1103](#)
45. Pol. 827
[46. 24 P.S. 1111](#)
[47. 24 P.S. 518](#)
[48. 65 Pa. C.S.A. 706](#)
[49. 65 Pa. C.S.A. 705](#)
[50. 24 P.S. 433](#)
51. Pol. 800
52. Pol. 801
53. Pol. 006
[54. 65 Pa. C.S.A. 707](#)
[55. 65 Pa. C.S.A. 708](#)

[24 P.S. 408](#)

[24 P.S. 1075](#)

[24 P.S. 1077](#)

[65 Pa. C.S.A. 1101 et seq](#)

Pol. 612



Book	Policy Manual
Section	200 Pupils
Title	Supplemental Discipline Records
Code	216.1
Status	First Reading

Authority

The ~~school~~ district shall maintain required records concerning **students** adjudicated **delinquent** and transfer students disciplined for offenses involving weapons, alcohol, drugs and violence on, or within **1,500 feet of, school district** property.[1][2][3][4][5]

Guidelines

Records/Information Regarding Students Who Have Been Adjudicated Delinquent

The building principal or designee shall receive from the court, through the juvenile probation office, information concerning the adjudication of an enrolled student. **The information may include, but not be limited to, the name and address of the student,** a description of the delinquent acts committed by the student **and the disposition of the case. If the student is adjudicated delinquent of a felony offense, the building principal or designee may receive additional information, including but not limited to juvenile probation or treatment reports pertaining to the adjudication,** prior delinquent history **and the supervision plan. Other information may be provided as deemed necessary by the juvenile probation office unless restricted by a court order or other applicable law or regulation.**[4][5]

Upon receipt, the building principal or designee shall send a written acknowledgement to the juvenile probation office of the receipt of the information, including acknowledgement of the requirements and restrictions of the district regarding such information.[5]

The building principal **or designee shall** share this information with the student's teacher and the principal of another school to which the student may transfer. **The information shall be used for the limited purposes of protecting school district personnel and students, and arranging for appropriate counseling and education for the student.**[4][5]

The information may be used for school district disciplinary decisions only if: the student was under the supervision of the Board at the time of the incident; the act(s) took place within 1,500 feet of school district property; and the school district has complied with all other statutory, regulatory and constitutional provisions relative to the imposition of school district discipline.[4][5][6][7][8][9]

The information received from the juvenile probation office concerning an adjudicated student shall be maintained separately from the student's official school record.[4][5]

Records Regarding Student Enrollment - Sworn Statement or Affirmation Related to Disciplinary Exclusions

Upon registration and prior to admission to the school district, the parent/guardian or person having charge of the student shall provide a **signed** sworn statement or affirmation stating whether the student previously was or presently is suspended or expelled from any public or private school for an offense involving weapons, alcohol or drugs; willful infliction of injury to another person; **sexual assault**; or any act of violence committed on **school district** property. The statement shall include the dates of suspension or expulsion and the name of the school from which the student was suspended or expelled for these reasons.[\[1\]](#)[\[8\]](#)[\[10\]](#)[\[11\]](#)

The sworn statement or affirmation shall include the signature of the parent/guardian or person having charge of the student and they shall be informed that any willful false statements concerning this registration shall be a misdemeanor of the third degree.[\[1\]](#)

This registration statement shall be maintained as part of the student's disciplinary record.

Transfer of Disciplinary Records

Transfer Into the District -

When a student transfers to a district school from another school district, a nonpublic school, or other school within this district, the district shall request a certified copy of the student's disciplinary record from the school from which the student is transferring. The sending school shall have ten (10) days from receipt of the request to provide the disciplinary record. This record shall be maintained as part of the student's disciplinary record and shall be available for inspection as required by law **and Board policy**.[\[2\]](#)[\[12\]](#)

Transfer From the District -

When a student transfers from a district school to another school district, a nonpublic school or other school within the district, the district shall transmit a certified copy of the student's disciplinary record within ten (10) days of receiving the request from the school to which the student has transferred. **A copy of the notice initially provided by the juvenile probation office to the district shall also be provided to the school to which the student has transferred.**[\[5\]](#)

The building principal or designee shall maintain a log of all individuals from other school districts to whom this information is subsequently provided, and shall inform the juvenile probation office upon providing this information to officials from other schools outside the district.[\[5\]](#)

PSBA Revision 7/23 © 2023 PSBA

Legal

- [1. 24 P.S. 1304-A](#)
- [2. 24 P.S. 1305-A](#)
- [3. 24 P.S. 1307-A](#)
- [4. 42 Pa. C.S.A. 6341](#)
- [5. 237 PA Code Rule 163](#)
6. Pol. 113.1
7. Pol. 218
8. Pol. 218.3
9. Pol. 233
- [10. 24 P.S. 1318.1](#)
11. Pol. 200

12. Pol. 216

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

[20 U.S.C. 7118](#)

Pol. 113.4



Book	Policy Manual
Section	200 Pupils
Title	Students Experiencing Homelessness, Foster Care and Other Educational Instability
Code	251
Status	First Reading

Purpose

The Board recognizes the challenges encountered by students experiencing homelessness, foster care and other educational instability. The Board is committed to facilitating the immediate enrollment; eliminating barriers to the attendance, education and graduation; and providing additional supports in compliance with federal and state laws, regulations and Board policy, for such students.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]](#)

Authority

The Board directs the district to collaborate with **school district** staff, other school districts, local agencies and other entities in supporting the needs of students experiencing educational instability.

The Board shall ensure that students experiencing educational instability have equal access to the same educational programs, activities and services provided to other district students.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

The Board authorizes the Superintendent to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment and attendance of students experiencing educational instability. Such waivers include, but are not limited to, requirements regarding:[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

1. Dress code.[\[9\]](#)
2. Transportation.[\[10\]](#)
3. **School District**-sponsored or extracurricular activities for which students meet placement and qualification requirements, including, but not limited to, clubs, athletics, performing arts, class trips, social events, career and technical education, internships and specialized classes.[\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]\[17\]](#)
4. Fees related to **school district**-sponsored or extracurricular activity participation fees, and other fees including, but not limited to, **school district** identification (badges, cards, etc.), uniforms, materials, lost or damaged items, athletic physical exams, parking or driving, food services, library, locker or padlock rental or replacement, summer school or credit recovery, technology and graduation regalia.[\[9\]\[13\]\[14\]\[15\]\[18\]\[19\]\[20\]\[21\]\[22\]](#)
5. Graduation.[\[19\]](#)
6. Registration deadlines.

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on their status as a student experiencing educational instability.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[4]

1. Homelessness.[1][3][7]
2. An adjudication of:[23][24]
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply.[25]

Enroll or Enrollment means attending classes and participating fully in ~~school~~ district activities.[26]

Additional costs means the difference between what the district spends to transport a resident student to the student's assigned school and the cost to transport a child in foster care to the child's school of origin.

Foster care means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption or whether there is federal matching of any payments that are made.[25]

Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence, and includes:[26]

1. Children and youths who are:
 - a. Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;
4. Migratory children who qualify as homeless because they are living in circumstances described above; and

5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is the school in which the student experiencing educational instability was last enrolled.

- The school of origin for a *homeless child or youth* - the last school in which the homeless child or youth was enrolled when permanently housed or the school in which the homeless child or youth was last enrolled, including preschool.[\[27\]](#)
- The school of origin for a *child in foster care* - the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin is the school the child is attending immediately prior to each change in placement.[\[8\]](#)
- When the homeless child or youth, or child in foster care, completes the final grade level served by the school of origin, the school of origin shall become the designated receiving school at the next grade level for all feeder schools.

Unaccompanied youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.[\[26\]](#)

Delegation of Responsibility

The Board designates the

☒ Superintendent **or designee**

☐ Assistant Superintendent

☐ Federal Programs Coordinator

☐ Home and School Visitor

☐ Director of Student Services

☐ Homeless Child or Youth Liaison

☐ (Other) _____

to serve as the district's point of contact for students experiencing educational instability.[\[4\]](#)[\[5\]](#)[\[27\]](#)

The name and contact information of the district's point of contact shall be included in the student's education records and provided to the student's education decision maker.[\[4\]](#)

The district's point of contact shall ensure outreach and coordination with the following, as appropriate to each individual student's needs:[\[4\]](#)[\[5\]](#)[\[27\]](#)

1. Local children and youth agency to:
 - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements;
 - b. Develop a protocol on how to make best interest determinations; and
 - c. Develop and coordinate transportation procedures.
2. Other local service agencies and entities that provide services to students experiencing educational instability.

3. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
4. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.[11][28]
5. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's point of contact, in consultation with the school district counselor, school district social worker, home and school visitor or school district psychologist and the student's Individualized Education Program (IEP) team or Section 504 Team, shall:[4]

1. Facilitate the student's expedited consultation with the school district counselor or other mental health professionals, as appropriate.
2. Facilitate the prompt placement of the student in appropriate courses.
3. Connect the student with educational services that meet the student's specific needs.
4. Immediately request the prior school entity, county agency and the student's education decision maker to provide the complete student information and records, including an IEP or Section 504 service agreement, if applicable. Within ten (10) business days, the prior school entity located within Pennsylvania, including schools with residential placements, shall provide the requested information and records to ensure proper transfer of course credits, grades and an IEP or Section 504 service agreement, if applicable.
5. Develop and execute a graduation plan in collaboration with the student in grades nine (9) through twelve (12). The graduation plan shall be customized to meet the specific needs of the student and shall detail the courses necessary for on-time graduation and transition to postsecondary education or the workforce. The graduation plan shall be included in the student's education records.

Additional Responsibilities to Support Homeless Students -

The district's point of contact shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[27]

The district's point of contact shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[27]

Training

The district's point of contact shall provide professional development and training to school district staff on the education needs of students experiencing educational instability.

Additional Training to Support Homeless Students -

The district's point of contact shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[27]

The district's point of contact shall arrange professional development programs for school district staff, including office staff.[27]

School District personnel providing services to homeless children and youths, including school district enrollment staff, shall receive professional development and support to:[27]

1. Improve identification of homeless children and youths and unaccompanied youths;
2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and
3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.

Guidelines

Students enrolled in this district experiencing educational instability shall be provided support and services, as appropriate to each individual student's needs, in accordance with Board policy.[4]

Minimal documentation shall be required for a student experiencing educational instability to qualify for supports and services. Information used to determine that a student is experiencing educational instability may be confirmed verbally, in writing or by another manner by shelter providers, outreach workers, case managers, juvenile probation officers and others.

Parents/Guardians and students have the authority to determine what information shall be shared with the district.

Information related to the student's educational instability status shall be confidential and disclosed by the point of contact or other administrators only to other school district staff who have a legitimate need to know unless authorized by the student or parent/guardian.[29][30]

Enrollment

Except when an unaccompanied youth or the parents/guardians of a homeless youth request otherwise, it shall be presumed that a student experiencing educational instability shall continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.[5][27]

In accordance with the homeless child's or youth's best interest, the district shall continue to enroll a homeless student in the student's school of origin within the district while the student remains homeless and through the end of the academic year in which the student obtains permanent housing.[27]

An unaccompanied youth or the parents/guardians of a homeless student may request enrollment in any grade-appropriate school within the district regardless of the district attendance area where the student is actually living or a school of origin in another district.[27]

The district's point of contact shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where the student will be enrolled.[27]

Best Interest Determination -

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders and established local procedures.

In making a best interest determination, the district shall:[5][27]

1. In the case of a homeless child or unaccompanied youth, give priority to the request of the parent/guardian or unaccompanied youth.
2. Consider student-centered factors related to impact of mobility on achievement, education, appropriateness of the current educational setting, health and safety, and proximity to living arrangements including foster care placement.

The cost of transportation shall not be used as a factor in the best interest determination.

Documentation related to the best interest determination shall be maintained in the student's education record.[29][30]

Timeliness of Enrollment -

When a school receives a student experiencing educational instability, the school shall immediately enroll the student and begin instruction, even if: [\[4\]](#)[\[5\]](#)[\[7\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)[\[33\]](#)[\[34\]](#)[\[35\]](#)

1. The student is unable to produce records normally required for enrollment. [\[27\]](#)[\[31\]](#)
2. The application or enrollment deadline has passed. [\[27\]](#)[\[31\]](#)[\[32\]](#)

The district's point of contact shall immediately contact the school last attended by the student to obtain relevant academic or other records. [\[27\]](#)

The district may require a parent/guardian to submit contact information.

Grade Level Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district may administer tests or utilize appropriate means to determine the student's assignment within the ~~school~~ district. [\[36\]](#)

Dispute Resolution

If a dispute involving a student experiencing educational instability arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy, unless otherwise stated below. [\[37\]](#)

Dispute Resolution for Homeless Students -

If the district determines that it is not in the student's best interest to attend the school of origin or the school requested by the unaccompanied youth or parent/guardian, the district shall provide the unaccompanied youth or parent/guardian with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the unaccompanied youth or parent/guardian and shall include information regarding the right to appeal. [\[27\]](#)

If a dispute arises over eligibility, enrollment or school selection: [\[27\]](#)

1. The parent/guardian or unaccompanied youth shall be referred to the district's point of contact, who shall assist in the dispute resolution process.
2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
3. The district's point of contact shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

A parent/guardian or unaccompanied youth may file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

Dispute Resolution for Students in Foster Care -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in their school of origin, pending resolution of the dispute. [\[2\]](#)

☒ Students Discharged From Foster Care

A student who has been discharged from foster care may be permitted to finish the [\[38\]](#)

() school year

☒ semester

in this district, if appropriate,

() with payment of tuition.

(X) without payment of tuition.

Education Records

Information about a student's educational instability shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[29][30][39]

The district may disclose personally identifiable information from the education records of a student without written consent of the parent/guardian or the eligible student if the disclosure is:[29][30][39]

1. To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.
2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student's case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student's education records.

Comparable Services

Students experiencing educational instability shall be provided services comparable to those offered to other district students including, but not limited to:[3][27][40]

1. Transportation services.[10]
2. School nutrition programs.[21]
3. Career and technical education.[12]
4. Educational programs for which the student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs.[41]
 - b. Programs for English Learners.[42]
 - c. Programs for students with disabilities.[11]
 - d. Programs for gifted and talented students.[16]
5. { } Preschool programs.

Transportation for Homeless Students -

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the district.[3][10][27]

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[27]

Transportation for Students in Foster Care -

The district shall ensure that children in foster care needing transportation to their school of origin promptly receive transportation in a cost-effective manner.[6][10]

To ensure that transportation for children in foster care to their school of origin is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[6]

The transportation plan shall address the following:[6]

1. The procedure the district and local children and youth agency will follow to provide transportation for children in foster care in a cost-effective manner and in accordance with applicable law.[8]
2. How transportation costs will be covered if additional costs are incurred. Options include:
 - a. The local children and youth agency agrees to reimburse the district;
 - b. The district agrees to pay for the cost;[6]
 - c. The district and the local children and youth agency agree to share the costs; or
 - d. The district of origin, the district of foster residence, and the placing children and youth agency agree to share the costs.
3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student's ability to remain in the school of origin during the dispute resolution process.

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students.

Course Credit and Graduation

The district shall ensure that each student experiencing educational instability in grades nine (9) through twelve (12) is provided with a graduation plan to facilitate the student's timely graduation. The graduation plan shall specify the courses and other requirements necessary for the student to graduate. The district's efforts to ensure that the student experiencing educational instability graduates in a timely manner may include:[4][5][6]

1. Waiving a specific course required for graduation if similar coursework has been satisfactorily completed in another school entity or the student has demonstrated competency in that content area. Evidence as to whether coursework has been satisfactorily completed and the amount of full or partial credit assigned, may be determined through any of the following:[4][19]
 - a. Competency demonstration, which could include, but is not limited to:
 - i. Submission of an essay, presentation or project.
 - ii. Recognition that the student has already successfully completed a higher-level course, an experiential learning opportunity or internship that demonstrates competence in the content area.
 - b. Performance on an examination.
 - c. Successful completion of a career and technical education course.
 - d. Other evidence or method determined appropriate by the district.

2. If a specific course requirement cannot be waived, the district shall provide an alternative or modified course of study that is currently offered to students and that will assist the student with acquiring the required work or competency requirements by the anticipated graduation date.
3. If, after considering full and partial course credits, waiving courses or providing alternative courses of study, the district determines that the student meets the established graduation requirements, the student shall be allowed to participate in the graduation ceremony and graduate with their peers.

If the student is determined not eligible for graduation, the district may request a high school diploma from the prior school entity. The prior school entity may issue a diploma if the student meets the prior school entity's graduation requirements.

Keystone Diploma –

In any school year for which demonstration of proficiency on a Keystone exam is required for graduation, a student who has successfully satisfied the graduation requirements may obtain a secondary school diploma known as the Keystone Diploma from the PA Department of Education, if both of the following provisions apply:[\[4\]](#)[\[43\]](#)

1. All other graduation options have been exhausted.
2. The student is unable to obtain a diploma from the student's prior or receiving school entity.

The district's point of contact shall assist the student in determining the student's eligibility for a Keystone Diploma and, if eligible, obtaining the Keystone Diploma from the PA Department of Education.[\[4\]](#)[\[43\]](#)

Students with Disabilities –

Students experiencing educational instability who have an IEP shall maintain the right to special education and the right to graduate either through attainment of credits or through the completion of the goals established in their IEP, **in accordance with applicable law, regulations, Board policy, administrative regulations and state guidance.**[\[11\]](#)[\[19\]](#)

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Legal

- [1. 22 PA Code 11.18](#)
- [2. 24 P.S. 1305](#)
- [3. 24 P.S. 1306](#)
- [4. 24 P.S. 1331.1](#)
- [5. 20 U.S.C. 6311](#)
- [6. 20 U.S.C. 6312](#)
- [7. 42 U.S.C. 11431 et seq](#)
- [8. 42 U.S.C. 675](#)
9. Pol. 221
10. Pol. 810
11. Pol. 113
12. Pol. 115
13. Pol. 121
14. Pol. 122

15. Pol. 123

16. Pol. 114

17. Pol. 231

18. Pol. 124

19. Pol. 217

20. Pol. 223

21. Pol. 808

22. Pol. 110

[23. 23 Pa. C.S.A. 6301 et seq](#)

[24. 42 Pa. C.S.A. 6301 et seq](#)

[25. 45 CFR 1355.20](#)

[26. 42 U.S.C. 11434a](#)

[27. 42 U.S.C. 11432](#)

28. Pol. 103.1

29. Pol. 113.4

30. Pol. 216

31. Pol. 200

32. Pol. 201

33. Pol. 203

34. Pol. 204

35. Pol. 209

36. Pol. 206

37. Pol. 906

38. Pol. 202

[39. 20 U.S.C. 1232g](#)

40. Pol. 146

41. Pol. 918

42. Pol. 138

[43. 24 P.S. 121](#)

[20 U.S.C. 6301 et seq](#)

[22 PA Code 403.1](#)

[34 CFR Part 99](#)

[67 Fed. Reg. 10698](#)

PA Education for Homeless Children and Youth State Plan

[Basic Education Circular, August 1, 2022: Act 1 of 2022 - Assisting Students Experiencing Education Instability](#)

Ensuring Educational Stability for Foster Care Youth - Transportation Plan Guide