OCTORARA AREA SCHOOL DISTRICT WORK SESSION

September 11, 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
- 6. Information Items
- 7. Presentation of Agenda Items for the September 18, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors approve the list of school bus drivers employed by Althouse Transportation, Inc. for the 2023-2024 school year.
 - B. That the Octorara Board of School Directors approve the list of school bus runs by Althouse Transportation, Inc. for the 2023-2024 school year.
 - C. That the Octorara Board of School Directors approve the Letter of Agreement with Devereux Advanced Behavioral Health for Student Assistant Program Liaison Services for the 2023-2024 school year.
 - D. That the Octorara Board of School Directors approve the Security Services Proposal with Signal 88 effective 8/29/2023 through 6/7/2024.
 - E. That the Octorara Board of School Directors approve the Transportation Contract with Linville Hill Christian School for the 2023-2024 school year at a cost of \$58,500.
 - F. That the Octorara Board of School Directors approve the request for unpaid intermittent family medical leave for Ms. Samantha Norris effective August 28, 2023 through June 5, 2024. Ms. Norris is an Emotional Support teacher at the Octorara Elementary School.
 - G. That the Octorara Board of School Directors approve the request for unpaid family medical leave for the purpose of child rearing for Ms. Caysie Williams from approximately October 12, 2023 through January 12, 2024. Ms. Williams is a Learning Support teacher at the Octorara Elementary School.
 - H. That the Octorara Board of School Directors approve the request for unpaid family medical leave for purpose of child rearing for Ms. Megan Clarke from approximately November 13, 2023 through February 5, 2024. Ms. Clarke is a Second Grade teacher at the Octorara Primary Learning Center.

I. That the Octorara Board of School Directors approve the following substitute rates effective the start of the 2023-2024 school year:

1-19 days - \$125 per day (currently \$115 per day) 20 + days - \$135 per day (currently \$125 per day

J. That the Octorara Board of School Directors approve the following policies, second reading:

800 Records Management 830 Security of Computerized Personal Information/Breach Notification

Resignation Approvals:

- K. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Lisa McNamara as CTE Director effective June 5, 2024. (Hired September 4, 1991)
- L. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Megan Hood as a Second Grade teacher at the Octorara Primary Learning Center effective TBD. (Hired January 9, 2004)
- M. That the Octorara Board of School Directors accept the resignation of Ms. Sarah Jacien as a Math teacher at the Octorara Jr./Sr. High School effective August 15, 2023. (Hired August 14, 2023)
- N. That the Octorara Board of School Directors accept the resignation of Ms. Erin (Smith) Pierznik as an Instructional Assistant at the Octorara Elementary School effective August 28, 2023. (Hired August 21, 2023)
- O. That the Octorara Board of School Directors acknowledge the no paperwork, no show of Mr. Keith Thompson as an HVAC Maintenance Mechanic effective September 5, 2023. (Hired August 21, 2023)
- P. That the Octorara Board of School Directors acknowledge the no paperwork, no response of Ms. Katelyn LaPearl as an Instructional Assistant at the Octorara Intermediate School effective August 28, 2023. (Hired August 21, 2023)
- Q. That the Octorara Board of School Directors accept the resignation of Ms. Elizabeth D'Orazio as Academic Team Advisor at the Octorara Jr./Sr. High School effective August 30, 2023. (Hired for the 2022-2023 school year)
- R. That the Octorara Board of School Directors accept the resignation of Ms. Nicole Norton as Musical Director at the Octorara Jr./Sr. High School effective August 28, 2023. (Hired for the 2022-2023 school year)

Hiring Approvals:

- S. That the Octorara Board of School Directors approve Ms. Katherine McGinnis as a Special Education Learning Support teacher at the Octorara Primary Learning Center effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. McGinnis' salary will be \$59,000 which is Step 13 to MAX of the Bachelor's scale. (Replacing Megan McLoone who resigned.)
- That the Octorara Board of School Directors approve Mr. Michael Smith as a Health/PE teacher at the Octorara Elementary and Intermediate Schools effective September 5, 2023 pending completion of employee related documents required by law and the

- District. Mr. Smith's salary will be \$64,801, prorated, which is Step 12 to MAX of the Master's scale. (Replacing Anthony Slusher who resigned.)
- U. That the Octorara Board of School Directors approve Ms. Sarah Danforth as an Eighth Grade Math teacher at the Octorara Jr./Sr. High School effective September 5, 2023 pending completion of employee related documents required by law and the District. Ms. Danforth's salary will be \$58,889, prorated, which is Step 17 to MAX of the Bachelor's +15 scale. (Replacing Sara Jacien who resigned.)
- V. That the Octorara Board of School Directors approve Ms. Holly Hayes as a Special Education teacher at the Octorara Jr./Sr. High School effective August 28, 2023 pending completion of employee related documents required by law and the District. Ms. Hayes' salary will be \$57,427, prorated, which is Step 15 to MAX of the Bachelor's scale. (This is a new position.)
- W. That the Octorara Board of School Directors approve Mr. Robert Smith as a long term substitute CTE Business Education-Computer Tech teacher at the Octorara Jr./Sr. High School effective August 29, 2023 for the 2023-2024 school year pending completion of employee related documents required by law and the District. Mr. Smith's salary will be \$56,389, prorated, which is Step 17 to MAX of the Bachelor's scale. (Mr. Smith is an approved substitute and is replacing Colin Kolb who resigned.)
- X. That the Octorara Board of School Directors approve Ms. Lynn Spaulding as a Food Service employee effective August 17, 2023 pending completion of employee related documents required by law and the District. Ms. Spaulding's rate will be \$15.00 per hour for four hours per day. (Replacing Joy Schnelli who transferred.)
- Y. That the Octorara Board of School Directors approve Ms. Pat Softchin as a Food Service employee effective August 28, 2023. Ms. Softchin's rate will be \$16.35 per hour for two hours per day.
- Z. That the Octorara Board of School Directors approve the increase in salary for Ms. Dana Shultz from \$47,332 to \$63,109 (80% of M+45, Step 9) effective August 22, 2023. Ms. Shultz is a Speech/Language Therapist at the Primary Learning Center and increased from three days per week to four days per week.
- AA.That the Octorara Board of School Directors approve the following change in salary due to graduate credits earned:

Samantha Pittman From M+30 (\$68,820) to M+45 (\$73,988) Step 13 to MAX

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

Holly Conte	Mentor Nicole Kutner	2 pts @ \$620	\$1,240
Alysyn Hoffman	Mentor Lauren Morlando	2 pts @ \$620	\$1,240
Heather Childress	Mentor Rebecca German		\$94.60
Jed King	Mentor Robert Smith	1 pt @ \$620	\$620
Joan McDermott	OES Envirothon Advisor	2 pts @ \$620	\$1,240

- 8. Education Committee Report
- 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, September 11, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Executive Session for Personnel - Monday, September 11, 2023 - Following the Work Session in room 102 at the Jr. High School

Finance Committee Meeting – Monday, September 18, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Next regularly scheduled Board Meeting – Monday, September 18, 2023 - 7:00 p.m. in the Jr. High School Multi-Purpose Room

Education Committee Meeting – Monday, September 25, 2023 – 6:00 p.m. in room 102 at the Jr. High School



LETTER OF AGREEMENT

Devereux Advanced Behavioral Health ("Devereux") agrees to provide Student Assistance Program ("SAP") Liaison Services for the **Octorara School District** 2023/2024 school year. These services are available to be in each of the following buildings within your district:

1. Octorara Intermediate School 2. Octorara Junior/Senior High School 3. Primary Learning Center 4. Octorara Elementary School

The Agency will provide the following services through funding provided by the Chester County Department of Drug and Alcohol and the Chester County Department of Mental Health:

- SAP Supervisor/School Based Program Coordinator Pamela Warfield MS to organize activities and resolve any conflicts.
- Qualified SAP behavioral health liaison to provide the following services for a number of baseline hours during the school year.
- Screening of students identified and referred through the student assistance process. Liaison will facilitate referrals for assessments following SAP screening if needed.
- Consultation and referral for individual students as requested by the student assistance team, designated contact and/or administration.
- Provide written and verbal feedback to designated school contact in the form of a completed recommendation form.
- Facilitate SAP Groups when deemed appropriate and there is available time.
- Linkage with community agencies and assistance with all referral procedures.
- Participate in postvention services as needed by the school district for students only.
- Other SAP functions as requested by the district and approved by the agency.

The School District agrees to provide the following:

- Designated school contact for liaison to report to organize activities and resolve initial conflicts.
- Appropriate space in the school where services can be provided with safety and privacy.
- Liaisons should be provided with a school calendar and notice of special activities that may affect Student Assistance Program services.
- Private telephone access, when needed, for liaison calls to parents, community and referral agencies.
- Scheduling assistance in setting appointments and obtaining release time during the school day for students to access SAP liaison services.
- Maintain all student records according to Pennsylvania Department of Education and school district guidelines. The agency liaison will not maintain any student assistance records for the school.





Role of the SAP Liaison

- a. Consultation and education to the student assistance team, including attendance at two core team meetings per month where available.
- b. Making provisions for consultation between site visits for teams to which they are assigned.
- c. Serving as a member of the school core team as a consultant from their area of expertise.
- d. Consultation with teams for interventions and assisting parents in accessing the appropriate services for assessment of treatment needs.
- e. Participating in team maintenance and program evaluation activities with core team members.
- f. Providing program updates to teams on emerging SAP issues.
- g. Supporting the school-based aftercare plan for students who are returning to school from treatment.
- h. Facilitating and/or assisting, when requested, with postvention efforts in the event of any tragic death, including suicide of a student, teacher or community member that would adversely affect the school community. Postventions will be for students only. Students have to be in the building during the time of the postvention.
- i. Maintaining appropriate data as determined by the county/joinder to assist schools and county/joinder MH/D/A Administrators in completing reports as required by funding sources.

Conflict Resolution

- If a school has a concern regarding agency SAP service provision, the school SAP coordinator or
 designee should talk with the assigned liaison. If the concern is not resolved, contact SAP supervisor;
 Pamela Warfield at pwarfiel@devereux.org/215-384-4762. If the concern persists, the school SAP
 coordinator or designee should consult with Tim Dunsmore, Senior Program Coordinator at
 tdunsmor@devereux.org.
- If the agency has a concern about SAP services at the school agency, SAP supervisor will contact the SAP coordinator or designee. If the concern persists, the agency supervisor will consult with the Chester County Prevention Program Director if necessary.

Record Keeping Requirements:

- Adherence to all school district and agency policies regarding record-keeping, confidentiality, and student assistance program guidelines.
- The agency uses the BH Works (screening tool) as required by our contract with Chester County. The
 data is submitted and stored within the County CIDS database upon request of Chester County.



(610) 933-8110 CBHS Community Services 100 Deerfield Lane Malvern PA 19355



When a student has been referred to the SAP Liaison designated by the Provider agency for screening, the records generated become the property of the Provider and are regulated by the applicable Mental Health laws (PA Code Title 55) which requires parental consent for release of information when the child is under the age of 14; for Drug and Alcohol (42CFR Part 2, Chapter 1), which states that it is the minor patient (student) of a Drug and Alcohol facility or program that controls the release of records and that the minor can receive Drug and Alcohol treatment without the consent of his or her parent.

Note: In the event of a school closure and/or modified school schedule involving remote learning, our SAP Liaison will utilize the District's remote learning platform to continue adapted SAP services as authorized by the Chester County Department of Drug & Alcohol and Chester County Mental Health Department and acknowledged by both parties signed below.

District Representative	Devereux Executive Director
	Date

The agreement is in effect for the 2023-2024 school year from July 1, 2023 to June 30, 2024





Security Services Proposal for

Octorara Area School District



PREPARED BY

Ward Rowlands wrowlands@teamsignal.com

PREPARED FOR

Steven Leever sleever@octorara.org



The Freedom of Feeling Secure

The vision of Signal Security is to provide a full suite of world-class and industry-leading security services for residential, commercial, retail and institutional customers because, quite simply, we believe safety is a basic human right and need.

The promise of Signal Security is to provide customized security services so that individuals, businesses, neighborhoods and communities can pursue their passions in life openly, freely and joyfully. Without the freedom of feeling secure, our passions cannot be fully enjoyed.

This peace of mind comes from our proven philosophy and process.



Security Services Custom Security Solutions

Signal 88 Security offers an array of security solutions that help provide you with peace of mind to pursue your passions in life. For the OASD those services include an armed school security officer, unarmed event security officers, traffic control officers and investigators for residency investigations.

These custom solutions have been developed by our team to provide you, the client, with the best security options for the property, personnel, and other assets you wish to protect. From our flagship randomized roving vehicle patrols to security consultations and dedicated services, we are confident in saying you will be protected by the finest!

Patrol Services

Our flagship service, providing you with peace of mind in knowing it is the strongest visual deterrent available in the security industry today. When we combine the prominence of our branded patrol vehicle, which is outfitted with reflective graphics, LED lighting, and Wi-Fi communications technology with our ability to respond to situations in a timely manner, you get an optimum security solution.

This service is the most cost-effective security solution that we currently offer. GPS-tracked vehicles and time-stamped electronic reports ensure quality services with verifiable performance. We offer our clients the flexibility to customize programs to address any and all security concerns such as:

- · Maintenance: Lighting, Waste & Irrigation Assessments
- · Access Control Services
- · Facilities Checks: Offices, Pools, Fitness
- · Facilities, Laundry Facilities and more
- · Disturbance and Alarm Response

Dedicated Services

When you need a consistent security presence at your facility, turn to our team to create peace of mind for your employees, customers, tenants and others. We provide our clientele with highly trained, highly visible, and highly effective coverage at businesses of any size. Our Dedicated Services are designed to efficiently meet your needs with our professional security personnel.

Our security personnel selection process is first-rate, establishing higher standards in an industry that desperately needs them. Every security officer candidate undergoes an extensive interview process and background investigation, which includes a criminal history check and immediate and ongoing drug testing. Our officers are given consistent opportunities to continue their professional development with additional training coursework.

PROPOSAL



Signal 88, LLC ("Contractor") 3880 S 149th Street, Suite 102

Omaha, NE 68144 Phone: 877.498.8494 Fax: 402.502.2078 Serviced By: RTC Security Co., LLC DBA Signal of Chester County ("Service Provider") 1497 Yeager Rd. Royersford, PA 19468

Ward Rowlands Phone: 484-948-8403

Email: wrowlands@teamsignal.com

License Number(s): MD-0003173-2018-2023

Proposal Date: 2022-06-21 Good Through: 2022-07-20

Service Dates: 2023-08-29 - 2024-06-07

Security Location

Octorara Area School District

Steven Leever 228 Highland Road Atglen, Pennsylvania 19310 Phone: 610-593-8238 Email: sleever@octorara.org

Fax: 610-593-6425

Octorara Area School District

Steven Leever 228 Highland Road Atglen, Pennsylvania 19310 Phone: 610-593-8238 Email: sleever@octorara.org Management Company: Octorara Area

School District

Price Per Unit: \$21,200.38 Payment Terms: Net 15

Minimum Annual Rate Increase: 5%

Standard Services	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Week Total	Per Service	Total
Armed Officer	8.5	8.5	8.5	8.5	8.5	0	0	42.5	\$47.88	\$2,034.90
Traffic Officer	4	4	4	4	4	0	0	20	\$34.88	\$697.60
Event Security	0	0	0	0	0	0	0	0	\$56.00	\$0.00
Investigator	0	0	0	0	0	0	0	0	\$84.80	\$0.00
Event Lead Officer	0	0	0	0	0	0	0	0	\$58.00	\$0.00
Unarmed/School Officer	0	0	0	0	0	0	0	0	\$33.88	\$0.00
Vehicle Patrol	8.5	8.5	8.5	8.5	8.5	0	0	42.5	\$2.50	\$106.25
Armed Officer	8.5	8.5	8.5	8.5	8.5	0	0	42.5	\$47.88	\$2,034.90

Taxes are subject to change based upon jurisdiction.

ALL payments are processed through the corporate office. Payments are to be sent to: PO Box 8246 Omaha, NE 68108

 Services
 \$21,200.38

 Monthly Total
 \$21,200.38

Holidays: 1.5x Regular Rate

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

Description of Services

Armed Campus Security Officer

Signal Security of Chester County will provide the Octorara Area School District (OASD) with an armed PA Act#235 certified Law Enforcement trained and experienced Campus Security Officer to conduct a high visibility protective security detail on the Octorara Area School District campus as directed by the school's administration, Monday through Friday from 7:15A to 3:45P, during the school year. Holidays and Snow Days excluded. Shift start/end times, lunch and breaks will be coordinated with the client to best meet their needs. Billing will be for actual hours worked as approved by the client, usually 8.5 hours day, with a four (4) hour minimum. During the school year. Overtime will be billed at 1.5%.

Duties will be as identified by the OASD in a job description titled, Campus Security Officer. He/ she will perform other security-related duties to support the school's administrative team and be a deterrent to criminal behavior targeting the school's students, staff, or visitors.

The officer will have the PDE required FBI Cogent criminal history clearance, a PA State Police clearance, and a PA Childline clearance. Officer will have completed PA Act#120 MPOETC training, or equivalent military police or security training, and a DH5 Active Shooter course. He/she will be a PA Act #235 certified armed officer with law enforcement or military experience as so stated in the position description. 88Edge on-line reporting via a cellular device, tablet or computer is included.

88Edge security reporting and notification are included at no additional charge as is officer training via 88University. Specific refresher training for the campus security officer to include firearms, tactics, firearms safety and retention, and local courses presented by https://nasro.org will be provided at no additional charge.

Signal Security of Chester County, with District permission, will stage a Signal of Chester County patrol vehicle on campus, at an additional cost of \$7.99/hour, for this officer to use during the course of the school day. This vehicle will also be used by any officer assigned to OASD traffic details, and special events, and then leave overnight for patrols throughout Chester and Lancaster counties. This benefits the OASD because there is free

overnight visibility twice a night on campus.

Traffic Control Officer

Signal Security of Chester County will provide the Octorara Area School District (OASD) with an unarmed security officer in a Signal Security of Chester County patrol vehicle to be highly visible during heavy traffic periods. The officer will direct traffic, assist students, staff members, and members of the public in accessing the campus, and provide a safe and orderly flow of traffic. The priority is to keep the bus traffic moving. The officer will have completed an 88 University traffic course.

Scheduling will be as required by OASD for school days as per the District approved calendar, normally two hours in the morning and two hours in the afternoon, (0710-0900 and 1410-1600) and adjustments can be made with 7 days notice, or daily coverage canceled with a weather-related school closure or delay. The schedule will be modified to accommodate early dismissals as best we can and with two weeks notice, if possible.

The patrol vehicle assigned will normally have a Code 3 lightbar, a cellular tablet or phone for reporting via our propriety software, 88Edge, and a Raven or Dual Vision camera recording system.

Event Security Officer(s)

Signal Security of Chester County will provide unarmed Security Officers, with a Signal Security of Chester County patrol vehicle when available, to be highly visible and assist in the homecoming, football, and other sporting events and special details as requested. The officer(s) will direct traffic, assist students, staff members, and members of the public in accessing the campus, provide a safe and orderly flow of traffic, enforce school district parking and traffic regulations if requested, and be a visible deterrent to criminal activity and disturbances. The Officer(s) will coordinate with West Fallowfield PD or Highland PD if the PD is on-location. The hourly rate will be as shown above with billable hours adjusted to actual time worked as approved by the client. The minimum shift is 4 hours. Shifts start/finish times will be as requested by the OASD for sporting events and other activities where security services are requested. The OASD will provide at least 14 days notice, and any events canceled within four hours of the event start will be billed at a two-hour minimum for each officer scheduled.

This is an on-demand contract with no obligation on the part of the client unless security services are requested and Signal Security of Chester County can meet that need.

A concern is our ability to staff some positions, specifically those officers who have only incidental contact with students, crossing guards, traffic officers, event staff, and football security staff. There has been no clarification or definitive answer from PCCD. If the NASRO training is required for these positions, we may not be able to provide this service.

Investigator-Residency

Upon request of the District, Signal Security of Chester County will provide private investigators to investigate and provide surveillance. Billing will be a minimum of two hours and any scheduled activities will only be as requested and approved by the District.

SECURITY-SERVICES AGREEMENT TERMS AND CONDITIONS

See the attached.

Client Signer Block (First/L	ast Name)		
I,	, have read and agree to the aforementioned terms and	d contract details.	
Client	Date	Title	**************************************
	08/17/2023		
	Sign		
Signal Signer Block			
I, Ward Rowlands, have read	d and agree to the aforementioned terms and contract o	letails.	
Ward Rowlands	2023-08-16	Owner	

TRANSPORTATION CONTRACT

Linville Hill Christian School 295 South Kinzer Road Paradise, PA 17562 717-442-4447

THIS AGREEEMENT ENTERED INTO THIS 22nd DAY OF AUGUST, 2023, BY AND BETWEEN THE OCTORARA AREA SCHOOL DISTRIT HEREINAFTER REFERRED TO AS THE DISTRICT, AND LINVILLE HILL CHRISTIAN SCHOOL OF GAP, PA. HEREINAFTER REFERRED TO AS THE CONTRACTOR, WITNESSETH:

- 1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation for school pupils who shall be designated by the DISTRICT to and from such points, along with over such routes, and at times set forth in schedule attached hereto and made a part hereof for the school year 2023-2024.
- 2. The DISTRICT shall pay the CONTRACTOR the sum of \$58,500.00 (\$325.00 per day) for the 2023-2024 school year that the contractor transports school pupils.
- 3. Transportation upon the terms and conditions herein specified in items 1 to 25 inclusive shall begin August 23, 2023.
- 4. This contract shall terminate on the 30th day of June 2024.
- 5. During the term of this contract, contractor shall provide, at its own expense, automobile liability insurance covering all drivers and all buses or vehicles employed or used by it under this contract which said insurance shall name the CONTRACTOR and OCTORARA AREA SCHOOL DISTRICT as insureds, as their interest may appear, with limits of liability to be at least:
 - a. for property damage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - b. for bodily injury or death of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - c. for general aggregate of not less than \$3,000,000
 - d. Workers Compensation insurance of not less than \$500,000
- 6. The CONTRACTOR agrees to furnish such reports as may be required by the DISTRICT or its designated representatives.
- 7. The CONTRACTOR shall furnish vehicles, which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Public Utility Commission and Mass Transit Authorities as applicable. School buses and Type A vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of August. Type B & C school vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition. In order to ensure that all contracted vehicles conform to the aforementioned provision, the contractor agrees to comply with periodic inspections set by the DISTRICT and implemented by its designated representatives.
- 8. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
- 9. Every school bus driver shall meet all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness competence, conduct, licensing, physical examination, and continuing eligibility, provided that such operators shall have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of Transportation. Prior to the effective date of this contract, the CONTRACTOR agrees to

submit a list of scheduled and/or certified drivers and provide to the DISTRICT or its designated representative for approval the following:

- a. Current Pennsylvania Drivers License
- b. Physical Exam Certificate
- c. Current Pennsylvania School Bus Drivers License
- d. Certificate of Completion of School Bus Drivers Training
- e. Act 34 Criminal Record Check
- f. Act 151 Criminal Record Check
- g. Act 114 (FBI Fingerprint Report)
- 10. Bus routes and bus stops shall be determined by the CONTRACTOR and may be modified by the CONTRACTOR as the CONTRACTOR decides. The operator shall not deviate from the designated route except by written consent of the DISTRICT or, in the case of an emergency, which shall be reported promptly to the DISTRICT or the DISTRICT'S designated representative.
- 11. An operating time schedule shall be prepared by the CONTRACTOR in cooperation with the DISTRICT. This schedule shall designate the time and place of all bus stops, both morning and evening, and shall be posted in the stop before two minutes after the scheduled time unless all pupils to be transported from that point are aboard. The schedule may be modified by the CONTRACTOR as occasion demands but only after due notice has been given to parents and DISTRICT.
- 12. Pupils shall be taken on and discharged from the bus only at designated stops and at extreme right of the road. No pupils shall be permitted to get on or off the bus while it is in motion. No vehicle which has stopped in compliance with the provisions of Section 3208 of The School Laws of Pennsylvania shall proceed until after each child who may have alighted there from shall have reached a place of safety.
- 13. No person other than a school pupil shall be transported in a contracted vehicle except that a teacher, or other school official, or parent may ride when approved by the DISTRICT'S designated representatives. Nothing except passengers and their belonging shall be transported in the contracted vehicle while it is engaged in transporting pupils to and from school.
- 14. Contracted vehicle, including Type A vehicles, shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker" or manufacturers rated seating schedule/sticker.
- 15. The speed of the vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the bureau of Traffic Safety, PennDot, as promulgated from the Vehicle Code.
- 16. The CONTRACTOR agrees to furnish in each contracted vehicle the following safety-related items: Grade A first-aid kit, dry-chemical type fire extinguisher of at least a three-pound capacity.
- 17. It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the aforesaid DISTRICT.
- 18. This contract shall not be transferred or assigned. Another vehicle which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the DISTRICT or the designated representative, but only for the duration of the emergency.
- 19 Any violation of the terms of this contract may, at the option of the DISTRICT, operate as a cause for termination.

- 20. The PARTIES shall adjust all matters arising out of this contract not specifically provided for therein.
- 21. This contract may be reopened for discussion if there is a substantial increase/decrease in fuel prices.
- 22. The contractor agrees to perform Drug and Alcohol testing with its drivers in conformance with Federal and state Laws.
- 23. Attach all additional conditions between the DISTRICT and CONTRACTOR that have not been listed.
- 24. The CONTRACTOR agrees to provide the DISTRICT with data required by PDE to receive State reimbursement. This data shall be furnished to the DISTRICT by SEPTEMBER 15, 2024.
- 25. Either party to this contract may request to reopen for discussion if there is a significant change to the miles transported and/or student ridership regarding transportation of OASD students within district boundaries.
- 26. Contractor agrees drivers shall not use cell phones while vehicles are in motion.

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

FOR THE BOARD OF SCHOOL DIRECTORS OF OCTORARA AREA SCHOOL DISTRICT
President
Secretary
Date



Book Policy Manual

Section 800 Operations

Title Records Management

Code 800 - NEW

Status Second Reading

<u>Purpose</u>

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.

<u>Authority</u>

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]

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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. 1232q
                      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
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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 Second Reading

<u>Purpose</u>

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]

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 <u>1. 73 P.S. 2301 et seq</u>

2. Pol. 113.4

3. Pol. 216

4. Pol. 324

5. Pol. 800

6. Pol. 800.1

7. Pol. 815

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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