

OCTORARA AREA SCHOOL DISTRICT WORK SESSION

**January 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. Presentations
5. Visitors' Comments - Agenda Items Only
6. Information Items
7. Presentation of Agenda Items for the January 16, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors approve the Health and Safety Plan.
 - B. That the Octorara Board of School Directors appoint Saxton & Stump, LLC as the District's Solicitor. Due to a merger, the attorneys formerly at Kegel Kelin Litts & Lord LLP are moving their practices to Saxton & Stump, LLC. The District appoints Saxton & Stump, LLC with the understanding that the District will continue its relationships with the attorneys formerly at Kegel Kelin Litts & Lord LLP. The Solicitor's services and hourly rates will stay the same for 2023.
 - C. That the Octorara Board of School Directors approve the following policy, second reading:
916 Volunteers
 - D. That the Octorara Board of School Directors approve the Track & Field Cooperative Sponsorship Proposal with the Pequea Valley School District.
 - E. That the Octorara Board of School Directors accept the following grants:
Paper Company - \$8,440 – to support OABEST Expo
Ag Youth Grant - \$7,500 – to purchase two chicken coops
Pro-Start - \$2,500 – to order new mixers for the Baking Program
Land-O-Lakes - \$500 – for seed and planting supplies
PARSS - \$500 – to support Avedium
Orner Family matching PARSS grant - \$500 – to support Avedium
 - F. That the Octorara Board of School Directors approve the following driver for Althouse Transportation for the 2022-2023 school year:
Travis Compton

Resignation Approvals:

- G. That the Octorara Board of School Directors accept, with regret, the resignation of Mr. Dale McCarthy as an ELA teacher at the Octorara Jr./Sr. High School as well as advisor for the Academic Team, Model UN, Character Club, and National Honor Society effective January 20, 2023. (Hired August 20, 2012)

Hiring Approvals:

- H. That the Octorara Board of School Directors approve Ms. Gianna Castorina as a long term substitute first grade teacher at the Octorara Primary Learning Center effective January 11, 2023 through the end of the 2022-2023 school year. Ms. Castorina's salary will be \$54,416 pro-rated, which is Step 18 to MAX of the Bachelor's scale. (Replacing Maria Scarfo who is on compensated professional leave.)
- I. That the Octorara Board of School Directors approve the transfer of Ms. Michele Famiano from cafeteria employee at \$15.35 per hour to cafeteria assistant site leader at the Octorara Jr./Sr. High School at a rate of \$16.00 per hour effective December 16, 2022.

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 Committee Meeting – Monday, January 9, 2023 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

Facility Committee Meeting – Monday, January 9, 2023 – 6:30 p.m. in the Jr. High School Multi-Purpose Room

Executive Session for Personnel – Monday, January 9, 2023 – following the Work Session in the Jr. High School Multi-Purpose Room

Finance Committee Meeting – Monday, January 16, 2023 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

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

Education Committee Meeting – Monday, January 23, 2023 – 6:00 p.m. in the Jr. High School Multi-Purpose Room



ARP ESSER Health and Safety Plan Guidance & Template

Section 2001(i)(1) of the American Rescue Plan (ARP) Act requires each local education agency (LEA) that receives funding under the ARP Elementary and Secondary School Emergency Relief (ESSER) Fund to develop and make publicly available on the LEA's website a *Safe Return to In-Person Instruction and Continuity of Services Plan*, hereinafter referred to as a *Health and Safety Plan*.

Based on ARP requirements, 90 percent of ARP ESSER funds will be distributed to school districts and charter schools based on their relative share of Title I-A funding in FY 2020-2021. **Given Federally required timelines, LEAs eligible to apply for and receive this portion of the ARP ESSER funding must submit a Health and Safety Plan that meets ARP Act requirements to the Pennsylvania Department of Education (PDE) by Friday, July 30, 2021, regardless of when the LEA submits its ARP ESSER application.**

Each LEA must create a Health and Safety Plan that addresses how it will maintain the health and safety of students, educators, and other staff, and which will serve as local guidelines for all instructional and non-instructional school activities during the period of the LEA's ARP ESSER grant. The Health and Safety Plan should be tailored to the unique needs of each LEA and its schools and must take into account public comment related to the development of, and subsequent revisions to, the Health and Safety Plan.

The ARP Act and U.S. Department of Education rules require Health and Safety plans include the following components:

1. How the LEA will, to the greatest extent practicable, implement prevention and mitigation policies in line with the most up-to-date guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning;
2. How the LEA will ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services;
3. How the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC:

- a. Universal and correct wearing of [masks](#);
- b. Modifying facilities to allow for [physical distancing](#) (e.g., use of cohorts/podding);
- c. [Handwashing and respiratory etiquette](#);
- d. [Cleaning](#) and maintaining healthy facilities, including improving [ventilation](#);
- e. [Contact tracing](#) in combination with [isolation](#) and [quarantine](#), in collaboration with State and local health departments;
- f. [Diagnostic](#) and screening testing;
- g. Efforts to provide COVID-19 [vaccinations to school communities](#);
- h. Appropriate accommodations for children with disabilities with respect to health and safety policies; and
- i. Coordination with state and local health officials.

The LEA's Health and Safety Plan must be approved by its governing body and posted on the LEA's publicly available website by July 30, 2021. * The ARP Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

Each LEA will upload in the eGrants system its updated Health and Safety Plan and webpage URL where the plan is located on the LEA's publicly available website.

The ARP Act requires LEAs to review their Health and Safety Plans at least every six months during the period of the LEA's ARP ESSER grant. LEAs also must review and update their plans whenever there are significant changes to the CDC recommendations for K-12 schools. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

LEAs may use the template to revise their current Health and Safety Plans to meet ARP requirements and ensure all stakeholders are fully informed of the LEA's plan to safely resume instructional and non-instructional school activities, including in-person learning, for the current school year. An LEA may use a different plan template or format provided it includes all the elements required by the ARP Act, as listed above.

* The July 30 deadline applies only to school districts and charter schools that received federal Title I-A funds in FY 2020-2021 and intend to apply for and receive ARP ESSER funding.

Additional Resources

LEAs are advised to review the following resources when developing their Health and Safety Plans:

- [CDC K-12 School Operational Strategy](#)
- [PDE Resources for School Communities During COVID-19](#)
- [PDE Roadmap for Education Leaders](#)
- [PDE Accelerated Learning Through an Integrated System of Support](#)
- [PA Department of Health - COVID-19 in Pennsylvania](#)

Health and Safety Plan Summary: OCTORARA AREA SCHOOL DISTRICT

Initial Effective Date: January 17, 2023; replaces plan approved on July 19, 2022.

Date of Last Review: January 16, 2023

Date of Last Revision: January 16, 2023

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

The Octorara Area School District (OASD) implemented a health and safety plan during the 2020-2021 school year using mitigation strategies supported by the Center for Disease Controls, Pennsylvania Department of Health, CHOP Policy Lab, and the Chester County Health Department. These strategies were successful in supporting the larger public health initiative to slow the spread of COVID-19 and to protect the school community, especially those at high risk for severe illness. Octorara also partnered with the Chester County Intermediate Unit to provide vaccination clinics to teachers and staff and shared information about vaccine clinics with families.

Octorara will continue to monitor the latest guidance from the Center for Disease Controls, Pennsylvania Department of Health, CHOP Policy Lab, and the Chester County Health Department. This information will help the district determine the effectiveness of its mitigation strategies. As required by the Pennsylvania Department of Education, the Health and Safety Plan will be reviewed by the board of school directors every six months. The table found in subsequent pages describes the strategies, policies, and procedures the Octorara Area School District will employ during the 2022-2023 school year.

2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?

The Octorara Area School District resumed full in person learning for grades K-12 on Monday, August 30, 2021. Students wishing to attend school remotely were offered instruction through the Octorara Virtual Academy. Octorara's PDE approved emergency instructional time waiver included a combination of in person, synchronous remote, and asynchronous remote to in order to meet the minimum 180 days of instruction and hour requirements at the elementary and secondary levels.

During the 2021-2022 school year the district employed 7 full-time counselors, 5 full-time intervention specialists, and 6 reading specialists. Psychologist services were

provided by independent contractors while the district search for a permanent employee. ESSER funds were encumbered to: create elementary acceleration and intervention classrooms to support student success, add a temporary reading specialist at Octorara Elementary School to provide interventions to students who were not reading at grade level, and continue the mathematics coach initiative at the secondary level, an action step in the Junior Senior High School's ATSI plan. To support math intervention and acceleration at the elementary level, teachers participated in job embedded professional development to support the implementation of the math workshop model. These initiatives will continue during the 22-23 school year. An additional ESSER funded ELA interventionist has been added at OIS to support struggling readers.

During the 21-22 school year, Octorara also used ESSER funds to contract with CCIU and Devereux Behavioral Health for mental health therapists, a social worker, and behavior coaches. These individuals shared intervention strategies to staff and provided individualized services to students in need of social, emotional, and mental health supports. A social work intern was provided by West Chester University. The district became a site for Nita M. Lowery 21st Century Community Learning Centers Program. This grant funded program provided afterschool programming to students in grades K-12. All of these initiatives will continue during the 22-23 school year.

Staff professional development, also paid for with ESSER funds, included refresher courses in Learning Focused Schools (LFS), with an emphasis on training the district's Professional Learning Community Leaders to implement the "Catching Kids Up Acceleration Strategies" model with all learners. Octorara continued to work with the Chester County Intermediate Unit to implement PBIS and MTSS, especially at the secondary level. These initiatives, with additional support from the National Center on Education and the Economy, will continue during the 22-23 school year. The district will also provide professional development in trauma informed instruction.

3. Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Universal and correct wearing of masks ; | <p>-In the absence of a mandate from PDE, DOH, and/or CCHD it is recommended, not required, that district employees, students, and visitors wear a mask when in Octorara's school buildings or other indoor facilities owned by the district.</p> <p>-Octorara will provide masks or face shields to any staff member, student, or visitor as requested</p> |
| 2. Modifying facilities to allow for physical distancing (e.g., use of | -School buildings and offices will allow for full occupancy. |

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| cohorts/podding) ; | <p>-Octorara will consider additional recommendations from PDE, DOH, and CCHD, to the greatest extent practicable, as new information becomes available.</p> |
| <p>3. Handwashing and respiratory etiquette;</p> | <p>-Octorara will teach and reinforce frequent and proper hand washing and respiratory etiquette, including how to properly cover coughs and sneezes.</p> <p>-Octorara will encourage hand washing: prior to meals and snacks, after meals and snack, transition back to class from being outside, after using the bathroom, and after blowing nose, coughing, or sneezing. Hands should be washed with soap and water for at least 20 seconds. If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol may be used.</p> <p>-Octorara will have available hand sanitizer in classrooms and strategic locations of high traffic areas.</p> <p>-Octorara will post signs in buildings reminding students, staff, and visitors of proper respiratory etiquette.</p> |
| <p>4. Cleaning and maintaining healthy facilities, including improving ventilation;</p> | <p>-Octorara will continue to use COVID-19 specific EPA approved disinfectants.</p> <p>-Octorara will continue to clean high touch surfaces as needed.</p> <p>-When needed, classrooms, hallways, offices and common areas will be disinfected with a backpack sprayer with applicable disinfectant and/or electrostatic fogger.</p> <p>-Devices and materials that must be shared should be cleaned between uses.</p> <p>-The American Industrial Hygiene Association publication "Reducing the Risk of COVID-19 using Engineering Controls" indicates a relative risk reduction (in the transmission of the SARS-CoV-2 virus) of 95% is achieved by establishing 6 air changes per hour (ACH). A relative risk reduction of 99% is achieved by 10 ACH.</p> <p>-Per ASHRAE HVAC, systems will continue to run as engineered having up to 15 cubic feet per minute (CFM) per occupant and up to 10 air changes per hour only at the direction of the facilities director. The district will ensure systems operate properly. Increased circulation of outdoor air by opening windows and doors may be permitted only at the direction of the facilities director.</p> <p>-Indoor Air Quality parameters will be monitored to include temperature and relative humidity for appropriate thermal comfort conducive to a work environment as part of COVID-19 mitigation and general indoor environmental quality due diligence.</p> |

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>5. Contact tracing in combination with isolation and quarantine, in collaboration with the State and local health departments;</p> | <p>-When required, Octorara will report all probable and confirmed cases of COVID-19 identified in school to the Chester County Health Department on the prescribed template for such incidents.</p> <p>-When required, Octorara will provide to the health department a list of close contact(s) of individuals who were in contact with the COVID-19 positive individual while at school.</p> <p>-When required, Octorara will implement public health guidance on isolation and quarantine.</p> <p>-Student, staff, or contractors, who have tested positive for COVID-19 or are identified as a probable case due to exposure outside of school, are encouraged to notify the school nurse immediately. Individuals will be referred to the Chester County Health Department for assistance.</p> <p>-Individuals in close contact with a COVID-19 positive case due to exposure outside of school are encouraged to notify the school nurse immediately. Individuals will be referred to the Chester County Health Department for assistance.</p> |
| <p>6. Diagnostic and screening testing;</p> | <p>-Octorara will encourage staff, students, visitors, and contractors to stay home when sick.</p> <p>-Staff, students, and visitors shall be sent home if they become ill while on campus.</p> <p>-Octorara will maintain adequate personal protective equipment for use when individuals become ill: gowns, N95, surgical, and KN95 masks, eye protection, gloves, etc.</p> |
| <p>7. Efforts to provide vaccinations to school communities;</p> | <p>-Octorara will provide information to families about vaccination clinics and/or how get a COVID-19 vaccine for their child or family member, as requested.</p> <p>-Visitors, employees, and students will not be required to be vaccinated against COVID-19.</p> <p>-Octorara will not inquire about the COVID-19 vaccination status of any visitor, employee, or student, unless such an inquiry is medically necessary as determined by the school district's physician and/or school nurse.</p> |
| <p>8. Appropriate accommodations for students with disabilities with respect to health and safety policies; and</p> | <p>-Accommodations for students with disabilities will be addressed on an individual basis. IEP's and 504 plans will be modified when needed.</p> |

| ARP ESSER Requirement | Strategies, Policies, and Procedures |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>9. Coordination with state and local health officials.</p> | <p>-Octorara will consult with state and local health departments as needed for COVID related concerns.</p> <p>-Octorara will continue to monitor school and community transmission levels, positivity rates, and other metrics to determine prevention and mitigation protocols.</p> <p>-Octorara will continue to coordinate response efforts through the Chester County Intermediate Unit.</p> |

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for the Octorara Area School District reviewed and approved the Health and Safety Plan.

The plan was approved by a vote of:

_____ **Yes**

_____ **No**

Affirmed on: January 16, 2023

By:

(Signature of Board President)*

(Print Name of Board President)

*Electronic signatures on this document are acceptable using one of the two methods detailed below.

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

SAXTON & STUMP

LAWYERS AND CONSULTANTS

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Via Email and U.S. Mail

Dr. Michele Orner
Octorara Area School District
228 Highland Road
PO Box 500
Atglen, PA 19310

Dear Dr. Orner:

I hope all is well.

As I previously shared with you, effective January 1, 2023, I and the rest of my colleagues at Kegel Kelin Litts & Lord will be joining the law firm of Saxton & Stump. I have very much enjoyed working with you in the past, and I look forward to continuing that relationship in the future.

Please excuse the formality of this letter, but the Rules of Professional Conduct for attorneys require that we enter into a written agreement describing the basis upon which you will be charged for professional services performed by Saxton & Stump moving forward. In addition, I thought that it would be helpful to confirm the scope of our engagement and to provide you with a general overview of Saxton & Stump's billing procedures. This letter, together with the attached General Provisions, sets forth the terms and conditions upon which my new colleagues at Saxton & Stump and I will perform legal services for you.

Scope of Engagement

The scope of the legal services we provide you after the move to Saxton & Stump will be the same scope of services we provided to you at Kegel Kelin Litts & Lord.

Fees and Staffing

As stated in previous communication my hourly rate will be maintained at its current \$295.00 per hour. I anticipate associate services to be billed at \$195.00 to \$275.00 per hour and paralegal services to be billed at \$60.00 to \$75.00 per hour. In future years, hourly rates will be reviewed and adjusted periodically to reflect increased experience, special expertise of the professionals, and the inflationary cost increases affecting our profession.

Saxton & Stump operates as a Firm – a client who retains a particular lawyer in fact retains the entire Firm and has at his or her disposal all of the expertise and resources that the Firm can bring to bear. Therefore, from time to time, I may seek assistance from or assign primary responsibility for a project to another lawyer who has experience in the particular area involved and who is for that reason in a position to do the work as efficiently as possible. In assigning work within the Firm, I will obviously strive as I always have to achieve the most efficient mix of seniority and expertise, with the goal of providing effective representation to our clients on an economical and cost efficient basis.

It is Saxton & Stump's practice to forward periodic statements on a monthly basis. Invoicing terms are Net 15 unless another arrangement has been discussed and agreed to in advance.

If this is acceptable to you, please kindly sign a copy of this letter where indicated and email it to me at pratt@kkl.law or bpratt@saxtonstump.com. By signing below, you are both agreeing to the terms of this engagement letter and authorizing transfer to Saxton & Stump of all files and retainers relating to your current matters being handled by Kegel Kelin Litts & Lord.

My new colleagues at Saxton & Stump and I are very pleased to have this opportunity to be of service and to work with you. Thank you.

Very Truly Yours,

SAXTON & STUMP

/s/: Benjamin L. Pratt
Partner

I have read and understand the terms and conditions set forth in this letter and agree to them.

Accepted and agreed to this _____ day of _____, 2022:

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Saxton & Stump and our clients:

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, agreements, and other documents; travel time; waiting time in court, closings, or elsewhere; and time in depositions and other discovery proceedings.

From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of the work, and ultimately is more efficient and economical.

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, telecopying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements (in excess of \$300) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.

Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and is not a promise or guarantee of any particular result.

A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good cause" may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful, or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

We have found that our clients have become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones, other Internet communications, and electronic telefax (collectively, "Electronic Communications"), for purposes of day-to-day business communications. We note, however, that Electronic Communications may be inherently less secure than some traditional methods of communication (hard wired telephones and telefax, U.S. mail and commercial couriers, for example) and involve a risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of Electronic Communications, you are willing to accept the risk of unauthorized interception and authorize us to communicate with you (and with others with whom we have dealings in connection with the matters we are handling for you) by means of Electronic Communications, unless you advise us in writing to the contrary.

We will maintain any necessary documents (including any electronic copies) relating to this matter in our client files. Once our engagement in this matter is concluded, we will send you notice advising that the engagement is over. You may thereafter direct us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our file retention guidelines.

Following the completion of this matter, the firm will not be precluded from accepting any other engagement on behalf of a client that may be adverse to you if such engagement is unrelated to the scope of our representation in this matter as described above and provided, of course, that any and all information that may be disclosed to the firm in the course of this matter shall not be disclosed to any former, current or future client of the firm.



| | |
|---------|----------------|
| Book | Policy Manual |
| Section | 900 Community |
| Title | Volunteers |
| Code | 916 |
| Status | Second Reading |
| Adopted | July 18, 2022 |

Purpose

The Board supports and encourages the participation of parents/guardians and community residents to enhance the educational, cocurricular and extracurricular programs of the district.

Authority

The Board may adopt and enforce reasonable rules and regulations governing volunteers and their participation in the activities of the district.[1]

The Board prohibits discrimination on the basis of race, color, marital status, creed, religion, ancestry, handicap/disability, age, gender, gender orientation or national origin in the school environment and all district programs for volunteers.[2][3][4][5][6]

The Board directs that all volunteers shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[1]

All volunteers shall be expected to maintain professional, moral and ethical relationships with district students that are conducive to an effective, safe learning environment.[7]

Definitions

The following words and phrases, when used in this policy, shall have the meaning given to them in this section:

Adult - an individual eighteen (18) years of age or older.[8]

Certifications - refers to the child abuse history clearance statement; the state criminal history background check; and where applicable, the federal criminal history background check, required by the Child Protective Services Law.[9][10]

Direct volunteer contact - the care, supervision, guidance or control of children and routine interaction with children.[8]

Person responsible for the child's welfare - a person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control.[8]

Routine interaction - regular and repeated contact that is integral to a person's volunteer responsibilities.[8]

Visitor - a parent/guardian, adult resident, educator, official or other individual who is not a district employee or independent contractor, and who visits a school or attends or participates in an event or activity at a school, but whose role is less substantial than would be sufficient to meet the definition of volunteer for purposes of this policy.[11]

Volunteer - an adult, whose role is more than that of a visitor, who voluntarily offers a service to the district without receiving compensation from the district. A volunteer is not a district employee.[10]

The two (2) classifications of volunteers are:

1. **Position Volunteer** - an adult applying for or holding an unpaid position with the district or a program, activity or service, as a person responsible for the child's welfare or having direct volunteer contact with children. Examples include, but are not limited to, **overnight** field trip chaperones, tutors, coaches, activity advisor, **recess or library aides**, etc.
2. **Guest Non-Position Volunteer** - an adult who voluntarily provides a service to the district, without compensation, who: (1) works directly under the supervision and direction of a district administrator, a teacher or other member of the district staff; and (2) does not have direct volunteer contact. Examples include, but are not limited to, volunteering to assist in classroom celebrations, **day field trip chaperones**, district assemblies, or district concerts; reading to students; collecting tickets at sporting events; working concession stands; participating in "Career Day," etc.

Delegation of Responsibility

The Superintendent or designee shall be responsible for the selection and management of volunteers and for ensuring compliance with Board policies, administrative regulations, rules and procedures.

At the discretion of the Superintendent or designee, a volunteer's service may be discontinued at any time.

The Superintendent or designee shall develop administrative regulations to implement this policy and manage the selection, use and supervision of volunteers.

Guidelines

Each prospective position volunteer shall complete and submit a volunteer application.

The names of all **non-position** volunteers shall be submitted for approval by the Superintendent or designee. No volunteer shall begin a position until approved by the Superintendent or designee. **Position volunteers shall be approved by the Board.**

Upon approval, volunteers shall be placed on the list of approved volunteers.

Approval shall be required prior to beginning service as a volunteer.

Certifications

Prior to approval, all position volunteers shall submit the following information:

1. PA Child Abuse History Certification - which must be less than **sixty twelve (60 12)** months old. [10]
2. PA State Police Criminal History Record Information - which must be less than **sixty twelve (60 12)** months old.[10]

3. Disclosure Statement for Volunteers - which is a statement swearing or affirming the applicant has not been disqualified from service by reason of conviction of designated criminal offenses or being listed as the perpetrator in a founded report of child abuse.[\[9\]](#)[\[10\]](#)[\[12\]](#)

If a position volunteer has not been a resident of Pennsylvania during the entirety of the previous ten (10) year period, the position volunteer must also submit the following information:[\[10\]](#)

1. Federal Criminal History Report - issued at any time since the volunteer established residency.

The Superintendent or designee shall review the information and determine if information is disclosed that precludes service as a volunteer.

Information submitted by volunteers in accordance with this policy shall be maintained centrally in a manner similar to that used for district employees.

Position volunteers shall obtain and submit new certifications every sixty (60) months.[\[13\]](#)

A student, eighteen (18) years of age or older, who is volunteering for an event or activity sponsored by the school in which the student is enrolled and occurring on the school's grounds, shall not be required to submit certifications except when the event or activity is for children in the care of a child-care service or the student will otherwise be responsible for the welfare of a child.[\[10\]](#)

Tuberculosis Test

Prior to participating in student activities, volunteers shall undergo a test for tuberculosis, when required by and in accordance with the regulations and guidance of the Pennsylvania Department of Health.[\[14\]](#)[\[15\]](#)

Arrest or Conviction Reporting Requirements

Position volunteers shall report to the Superintendent or designee, in writing, within seventy-two (72) hours, an arrest or conviction required to be reported by law or notification that the volunteer has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law.[\[12\]](#)

The Superintendent or designee shall immediately require a position volunteer to submit new certifications if the Superintendent or designee has a reasonable belief that the volunteer was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.[\[12\]](#)

Failure to accurately report such occurrences may subject the position volunteer to disciplinary action up to and including denial of volunteer service and criminal prosecution.[\[12\]](#)

Child Abuse Reporting

All volunteers who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with applicable law, Board policy and administrative regulations.[\[16\]](#)[\[17\]](#)

Supervision

Each volunteer shall be under the supervision of a designated district administrator, teacher or other member of district staff.

Volunteer Role

The role of a volunteer is to assist. Volunteers may not assume instruction responsibilities of district employees but will work under the direction of district employees providing help and support or enriching activities. Volunteers shall not administer tests to students.

Except in an emergency situation, volunteers shall not be involved in student discipline or administration of first aid.

Except as authorized in advance by the appropriate administrator, and in compliance with applicable Board policies for vehicle use, volunteers are not permitted to operate a motor vehicle owned by or under the control of the district, or to transport a student to or from a district sponsored activity in a privately owned motor vehicle other than a student to whom the volunteer is the student's parent, stepparent, foster parent, legal guardian, or close family relative (sibling, grandparent, aunt or uncle.)

Volunteer shall follow all applicable administrative regulations established pursuant to this policy and all other rules, regulations, procedures, and guidelines concerning the conduct of the district professional and paraprofessional staff. However, such rules, regulations, procedures and guidelines shall not expand the responsibility or authority of volunteers as set forth in this policy.

Training

Volunteers shall attend orientation and training sessions, as appropriate to the nature of their volunteer service. When training is provided for district employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which volunteers should also receive that training.[17][18][19][20][21]

Confidentiality

No volunteer shall be permitted access to confidential student information unless the supervisor has determined that such access is necessary for the volunteer to fulfill their responsibilities. Volunteers with access to confidential student information shall maintain the confidentiality of that information in accordance with district policies and procedures and applicable law. If a volunteer has questions about confidentiality of student information, the volunteer should consult with the building principal.[22][23]

Acknowledgement

Each volunteer shall affirm in writing that they have been provided with a copy of, have read, understand and agree to comply with this policy.

Legal

1. 24 P.S. 510
2. 42 U.S.C. 12101 et seq
3. 53 P.S. 6926.1903
4. 43 P.S. 951 et seq
5. Pol. 103
6. Pol. 718
7. Pol. 824
8. 23 Pa. C.S.A. 6303
9. 23 Pa. C.S.A. 6344
10. 23 Pa. C.S.A. 6344.2
11. Pol. 907
12. 23 Pa. C.S.A. 6344.3
13. 23 Pa. C.S.A. 6344.4
14. 24 P.S. 1418
15. 28 PA Code 23.44
16. 23 Pa. C.S.A. 6311
17. Pol. 806
18. Pol. 123
19. Pol. 123.1
20. Pol. 123.2
21. Pol. 805
22. Pol. 113.4
23. Pol. 216
- 23 Pa. C.S.A. 6301 et seq
- 53 P.S. 6926.301 et seq
- 72 P.S. 7301 et seq
- Pol. 606



Octorara Athletics

226 Highland Rd, Atglen, PA 19310
Gregory Fantazzi, Athletic Director

Track & Field Cooperative Sponsorship Proposal

Request

Octorara Athletic Department would like to request taking action to secure a cooperative sponsorship in the spring sport of Track and Field. The Octorara Athletic Department would host the co-op for only 1 year. We are interested in making this agreement available to all students, grades 7-12.

Pequea Valley athletes would represent Octorara at both levels for the 2023 season. After the one year trial, both districts will evaluate opportunities in other sports.

Rationale

Pequea Valley has recently started a cross-country program in the fall and would like to offer its athletes a similar spring option. Currently, PV does not have a track, and there are no plans to add one to the campus. Track and Field will be offered to both boys and girls.

It would also provide Pequea Valley junior high students with an education-based athletic opportunity. We hope that we can continue to grow our relationship as neighboring school districts in other sports moving forward.

Pequea Valley would be responsible for communicating eligibility and for providing transportation to Octorara for both after-school practices and meet days. Any participation fees would be the responsibility of the Pequea Valley athlete.

Procedure

1. Obtain approval from Pequea Valley School Board
2. Obtain approval from Octorara School Board
3. Apply to the District 3 Board of Control for permission
4. Begin cooperative agreement during the 2022-2023 spring season