

# **OCTORARA AREA SCHOOL DISTRICT WORK SESSION**

**May 9, 2022– 7:00 p.m.**

**Jr./Sr. High School Multi-Purpose Room/Zoom**

## **DISCUSSION GUIDE**

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Presentations
  - A. SSD Cider
5. Visitors' Comments - Agenda Items Only
6. Information Items
  - A. PDE has notified the district that the areas of noncompliance cited as a result of the special education compliance monitoring conducted on March 22, 2021 have been corrected by the district as of April 19, 2022.
7. Presentation of Agenda Items for the May 16, 2022 Regular Monthly Public Meeting:
  - A. That the Octorara Board of School Directors elect \_\_\_\_\_ as Board Treasurer from July 1, 2022 through June 30, 2023.
  - B. That the Octorara Board of School Directors approve the resolution for the Proposed Final General Fund Budget for the 2022-2023 school year.
  - C. That the Octorara Board of School Directors approve the list of current Class of 2022 seniors of the Octorara Area Sr. High School, having been individually considered for graduation by the Octorara Board of School Directors, contingent upon their successful completion of all local and state requirements.
  - D. That the Octorara Board of School Directors approve the Service Agreement with the Chester County Intermediate Unit to provide a full-time professional staff member to serve as a Mathematics Instruction Coach/Facilitator for the 2022-2023 school year at a cost of \$164,646.
  - E. That the Octorara Board of School Directors approve the proposal with Berkshire Systems Group, Inc. for fire alarm restoration at the Octorara Jr. High School at a Costars cost of \$51,614.
  - F. That the Octorara Board of School Directors approve the agreement with Herbein & Company, Inc. for auditing services for the years ending June 30, 2022, 2023, and 2024 at cost not to exceed \$23,000, \$23,750, and \$24,500 respectively.
  - G. That the Octorara Board of School Directors approve the Proposal for Teaching and Learning Services with Lancaster-Lebanon Virtual Solutions through June 30, 2025.

- H. That the Octorara Board of School Directors approve the Revenue and Expenditure Sharing Agreement with the Chester County Intermediate Unit for the Welding Technical Education Program.
- I. That the Octorara Board of School Directors approve the following bid awards for the 2022-2023 school year:
- |                                |            |
|--------------------------------|------------|
| Art Supplies                   | \$8,665.09 |
| Industrial Arts/Vo-Ag Supplies | \$6,697.10 |
| Science Supplies               | \$3,436.44 |
- J. That the Octorara Board of School Directors the following policies, second reading:
- 237 Electronic Devices*
  - 815 Acceptable Use of the Internet, Computers and Network Resources*
  - 830 Breach of Computerized Personal Information*
  - 903 Public Participation in Board Meetings*
- K. That the Octorara Board of School Directors approve the following policies, first reading:
- 904 Public Attendance at District Events*
  - 905 Citizen Advisory Committees*
  - 906 Public Complaint Procedures*
  - 907 District Visitors*
  - 908 Relations With Parents/Guardians*
  - 909 Municipal Government Relations*
  - 910 Community Engagement*
  - 911 News Media Relations*
  - 912 Relations With Educational Institutions*
- L. That the Octorara Board of School Directors approve the student activity club “Dance Club” at the Octorara Jr./Sr. High School.
- M. That the Octorara Board of School Directors accept the Land O’Lakes Foundation grant in the amount of \$500 in support of the Answer Plot Community Garden Program. Funds from this grant will be used to purchase industry level materials and equipment which will help provide students with hands-on learning experiences while addressing the need for hunger relief in the local community.

Resignation Approvals:

- N. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Wanda Lapp for purpose of retirement as a math teacher at the Octorara Jr./Sr. High School effective the end of the 2021-2022 school year. (Hired March 20, 1987)
- O. That the Octorara Board of School Directors accept, with regret, the resignation of Mr. Jamie Schempp for purpose of retirement as a technology education teacher at the Octorara Jr./Sr. High School effective the end of the 2021-2022 school year. (Hired August 23, 2005)
- P. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Tina Sult for purpose of retirement as a building secretary at the Octorara Jr./Sr. High School effective June 30, 2022. (Hired May 25, 1994)
- Q. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Joanne Moore for purpose of retirement as guidance secretary and the Heroes Program at the Octorara Jr./Sr. High School effective June 30, 2022. (Hired June 25, 2001)

- R. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Cynthia Manning as secretary to the Director of Career and Technical Education at the Octorara Jr./Sr. High School effective June 9, 2022. (Hired August 30, 2004)

Hiring Approvals:

- S. That the Octorara Board of School Directors approve Ms. Brittany Fulwider as a long term substitute ELA teacher at the Octorara Jr./Sr. High School effective April 19, 2022 through the end of the 2021-2022 school year. Ms. Fulwider's rate will be \$150 per day. (Replacing a medical leave.)
- T. That the Octorara Board of School Directors approve Ms. Jillian Matys as a long term substitute fifth grade teacher at the Octorara Intermediate School effective May 25, 2022 through June 8, 2022. Ms. Matys' rate will be \$150 per day. (Ms. Matys is an approved substitute and is replacing Michele Miller who resigned.)
- U. That the Octorara Board of School Directors approve the following teachers for the ESY program:
- Lisa Caldwell - \$32 per hour
  - Megan McLoone - \$30 per hour
  - Christy Zaleski - \$30 per hour
  - Robert Smith - \$30 per hour
  - Kristen Rohrer - \$30 per hour
  - Emily Heikkinen - \$30 per hour
- V. That the Octorara Board of School Directors approve the following additional staff for the K-6 Summer Literacy and Math Program:
- Laura Weaver, teacher - \$30 per hour
  - Verna Trainor, teacher - \$30 per hour
  - Gwendolen Klotz, substitute teacher - \$30 per hour
- W. That the Octorara Board of School Directors approve the following substitute teacher for the 2021-2022 school year:
- Kelsey Bastien, 60 Credits Secondary Ed
- X. That the Octorara Board of School Directors approve the following supplemental contract for the 2021-2022 school year:
- |                |                         |                |         |
|----------------|-------------------------|----------------|---------|
| Kendra Collins | Mentor Caitlin Cressman | 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 Committee Meeting – Monday, May 9, 2022 – 5:30 p.m. in the Jr. High School Multi-Purpose Room

Facility Committee Meeting – Monday, May 9, 2022 – 6:30 p.m. in the Jr. High School Multi-Purpose Room

Executive Session for Personnel – Monday, May 9, 2022 – following the Work Session in the Jr. High School Multi-Purpose Room

Finance Committee Meeting – Monday, May 16, 2022 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

Next regularly scheduled Board Meeting – Monday, May 16, 2022 – 7:00 p.m. in the Jr. High School Multi-Purpose Room/Zoom

## **OCTORARA AREA SCHOOL DISTRICT**

### **Resolution Authorizing Proposed Final Budget Display and Advertising**

**RESOLVED**, by the Board of School Directors of Octorara Area School District, as follows:

1. The proposed Final Budget of the School District for the 2022-2023 fiscal year on form PDE 2028 as presented to the School Board shall be considered the proposed Final Budget of the School District for the 2022-2023 fiscal year and shall be made available for public inspection after this date. The budget may be amended before final adoption.
2. At least ten (10) days before the date scheduled for adoption of the Final Budget, the Secretary shall advertise Final Budget Notice in substantially the form as presented to the School Board. The Notice shall be advertised once in a newspaper of general circulation and shall be posted conspicuously at the School District offices.

## SERVICE AGREEMENT

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

**Services to be Provided** The Chester County Intermediate Unit (CCIU) will provide a full-time professional staff member to serve as a Mathematics Instructional Coach/Facilitator.

The Mathematics Instructional Coach/Facilitator will attend full day CCIU Division Meetings once a month, October 2022 – June 2023, dated to be determined.

Professional development days will be at the discretion of the Octorara Area School District.

**Date(s) of Service** Academic Year 2022 - 2023

**Location of Service** Octorara Area School District  
228 Highland Road | Suite 1 | Atglen, PA 19310

**Fees** \$164,646 – Total Cost for the 2022–2023 Academic Year

**Terms** All costs for the academic year will be invoiced over a ten-month period from September to June.

Signature below indicates that this agreement has been received, read, understood, and its provisions accepted. Return one signed copy of this agreement to Kristi Firrantello, Innovative Educational Services, CCIU, 455 Boot Road, Downingtown, PA 19335, or [kristif@cciu.org](mailto:kristif@cciu.org).

### Approvals

#### CCIU Contact

#### Client

Signature \_\_\_\_\_ Date \_\_\_\_\_

Bonnie J. Wolff  
Board President  
Chester County Intermediate Unit  
[bonniewolff@board.cciu.org](mailto:bonniewolff@board.cciu.org)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Michele M. Orner, Ed.D.  
Superintendent of Schools  
Octorara Area School District  
[morner@octorara.org](mailto:morner@octorara.org)  
610-593-8238



## PROJECT DETAILS

### Octorara MS Fire Alarm Repairs

Proposal: 14715-1-0-19272

Customer Name: Octorara Area School District

Project Location: Octorara Area SD -

Contact Name: Joe Passante, [jpassante@octorara.org](mailto:jpassante@octorara.org)

Middle/Admin. Bldg.

## Scope Of Work

BSGI will repair and restore the Octorara Middle School fire alarm system in the following fashion. BSGI will extend the existing XLS Fire Alarm Network from the High School into the Middle School. A network transponder panel will replace the existing Middle School control panel. All initiating devices will be replaced in-kind with new addressable devices.

Note that the existing System III equipment has been made obsolete by the manufacturer. Repair parts are not available and there is no recourse to this level of repair. The existing notification appliances, although dated, remain compatible and will be incorporated into the new system.

Note that this scope of work is a repair effort only and does not include Code improvements. Once installed, the new control system can be expanded to support voice-alarm functions and ADA signaling requirements.

### Control Equipment

QTY	Part #	Description
1	NIC-C	Network Interface Card
1	C-Mod-250-ZIC4A-EP	Cerberus Pro Modular Addressable Fire Alarm Control Panel with required Modules
1	XDLC	Intelligent Loop Card
1	DAC-NET	Digital Audio Card
1	CAB3-BB	Backbox for Large Cabinet, Black
2	CAB-MP	Cab Mounting Plate - 1 Row
1	CAB3-BD	Inner and Outer Doors for Large Cabinet, Black
1	OD-LP	Clear Lens for Outer Door
1	OD-BP-BSGI	Blank Plate for Outer Door or Filler Plate for Inner Door with BSGI LOGO
3	OD-BP	Blank Plate for Outer Door or Filler Plate for Inner Door, Black
1	SSD-C-REM	Remote Annunciator, Surface, Black
1	ID-SP	Single Blank Plate for Inner Door
1	BCM	Inner Door Blank Plate
2	PS-12350	Batteries - 35 Amp Hr

### Peripheral Devices

QTY	Part #	Description
28	XMS-D	Addressable Dual Action Manual Pull Station with Isolation
28	APLT-XMP	Adapter Plate for X-Series Manual Stations to Legacy Surface Backboxes
83	OOH941	Addressable Dual Optical Smoke Detector w/ Dual Built-in Heat Detector
10	HI921	Addressable Heat Detector
94	DB-11	Detector Base Assembly
8	FDBZ492-HR	Addressable Duct Housing w/ Relay
8	OOH941	Addressable Dual Optical Smoke Detector w/ Dual Built-in Heat Detector
8	ST-50	Sampling Tube 3' to 5'
6	ILED-HC	Addressable Remote Light - Ceiling Mount

### Financial Summary



## PROJECT DETAILS

Octorara MS Fire Alarm Repairs

Proposal: 14715-1-0-19272

Total Proposal Amount: **\$51,614.00**

**Note: The above price does not include sales tax.**

BSGI offers systems under the terms and conditions of PA State Contract 4400015432, COSTARS #034-095 & COSTARS MRO Contract #008-246 & COSTARS Security & Fire Alarm Systems Contract #040-12

Berkshire Systems Group Federal EIN# 232218930 SAP# 125369 DGS Contractor# 4400000185

Notes:

Prevailing wage labor rates are provided for all on-site labor.

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## PROJECT ACCEPTANCE

Berkshire Systems Group, Inc.

Octorara Area School District

Joe Passante

Date

Ronald Williams

PO #

\*\*\* Price Valid for 10 Days \*\*\*





Herbein + Company, Inc.  
2763 Century Boulevard  
Reading, PA 19610  
P: 610.378.1175  
F: 610.378.0999  
www.herbein.com

April 12, 2022

Mr. Jeff Curtis and the Board of School Directors  
Octorara Area School District  
228 Highland Road  
Atglen, PA 19310

We are pleased to confirm our understanding of the services we are to provide for Octorara Area School District for the years ending June 30, 2022, 2023, and 2024.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Octorara Area School District as of and for the years ended June 30, 2022, 2023, and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Octorara Area School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Octorara Area School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule for the General Fund
- 3) Schedule of the District's Proportionate Share of the Net Pension Liability and Related Ratios - Pension Plan
- 4) Schedule of District Contributions - Pension Plan
- 5) Schedule of the District's Proportionate Share of the Net OPEB Liability and Related Ratios - PSERS OPEB Plan
- 6) Schedule of District Contributions - PSERS OPEB Plan
- 7) Schedule of Changes in Total OPEB Liability and Related Ratios - District OPEB Plan

*Succeed With Confidence*

We have also been engaged to report on supplementary information other than RSI that accompanies Octorara Area School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Balance Sheet - Nonmajor Governmental Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Nonmajor Governmental Funds
- 3) Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report the fairness of supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. These objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance).

#### **Auditor Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism through the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statement represent the underlying transaction and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in the financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning: improper revenue recognition, management override of controls, and sensitivity of estimates involved in determining the net pension and other postemployment benefit liabilities.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

### **Audit Procedures - Internal Control**

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant in preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal controls and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Octorara Area School District's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal award applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Octorara Area School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Octorara Area School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Octorara Area School District in conformity accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also propose adjusting journal entries, particularly for GASB Statements No. 68 and 75 related to pension and other postemployment benefits and GASB Statement No. 34 related to the government-wide statements and assist with preparing the data collection form. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined unless agreed to by you. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we may communicate with you regarding the scope of the additional services and estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the accounting principles generally accepted in the United States of America, and for the compliance with applicable laws and regulations (including federal statutes), rules, and provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You agree to include the audit financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement of presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on any current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes to the financial statements as well as other nonaudit services noted prior to the issuance of our report and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. This individual will be Jeff Curtis, business manager.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.



The audit documentation for this engagement is the property of Herbein + Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Pennsylvania Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Herbein + Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Christopher M. Turtell, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our annual fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$23,000, \$23,750, and \$24,500 for the audit services for the years ending June 30, 2022, 2023, and 2024, respectively. This fee does not include procedures related to the recording of debt issuances, implementation of the lease standard or single audit testing of federal awards related to COVID-19. The fee for testing of federal awards related to COVID-19 will not exceed \$3,000 per program annually. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting tax returns and other confidential documents. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.



## Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the School Board of Directors of Octorara Area School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state it is not suitable for any other purpose.

## Record Retention

### Record Retention and Ownership

We will return any original records and documents you provide to us by the conclusion of the engagement. Our copies of your records and documents are for our documentation purposes only and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 30 days. Professional standards restrict us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. A copy of our record retention policy is available upon request.

Our firm destroys workpaper files after a period of seven (7) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

### Working Paper Access Requests

Requests to examine our workpapers may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel.



If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, Herbein + Company, Inc. shall be free to destroy our records related to this engagement.

#### **Acceptance**

We appreciate the opportunity to be of service to Octorara Area School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

*Herbein + Company, Inc.*

Herbein + Company, Inc.

#### **RESPONSE:**

This letter correctly sets forth the understanding of Octorara Area School District.

By: \_\_\_\_\_

Title: \_\_\_\_\_



## Proposal for Teaching and Learning Services Lancaster-Lebanon Virtual Solutions

Prepared for  
**Dr. Michele Orner**

Prepared by  
**Ken Zimmerman/Lindsey Harper**  
Lancaster-Lebanon Intermediate 13

1020 New Holland Avenue  
Lancaster, PA 17601

Tel: 717-606-1691/717-947-1517  
Email: [kenneth\\_zimmerman@iu13.org](mailto:kenneth_zimmerman@iu13.org)/[lindsey\\_harper@iu13.org](mailto:lindsey_harper@iu13.org)

Submitted on  
March 9, 2022

Lancaster-Lebanon Intermediate Unit 13 is pleased to present Octorara School District with this renewal proposal for IU13 Lancaster-Lebanon Virtual Solutions (LLVS). **Our LLVS mission is to provide districts with the highest quality and most cost effective, customized online program resources, services, and support to fully enrich district cyber academies.**

We continue to focus on ensuring that we offer the lowest course costs and the highest quality programs for your district online learners. We performed an extensive curriculum review of all our vendors this past year requiring them to become Quality Matters certified in order to ensure that we have the highest quality online learning solutions possible. We partner with Capital Area Online Learning Association (CAOLA) in order to provide your district with superb access and support using the following vendors, EdisonLearning, Accelerate Education, APEX, eDynamic, and the newly added StrongMind. In addition, LLVS added Stride/K12 for another high quality vendor who is now one of the largest online learning providers across the United States. We now offer over 500 courses for your district access:

- CAOLA Course Catalog
- Stride/K12 Catalog

We appreciated meeting with you this last year to learn about your district cyber academy strengths and challenges and we eagerly hope to continue to serve your district through our LLVS program and support moving forward. We have added many additional services and support that we have highlighted in this new agreement and at the same time we are able to sustain or lower course costs as you can see from our 2021-2022 pricing guide.

We are thrilled to announce that we are also maintaining our previous program support, content and collaboration fee which is detailed below. This contract renewal does not increase these fees. In order to simplify, we have combined the program support, content, and collaboration fees into one percentage which was previously known as program support (2.5%) and content support (5%) for the now combined total of 7.5%. The only difference in this new contract is the newly combined program support, content, and collaboration fees are required in order to provide LLVS districts with the highest quality program, support, and sustainability. In addition, we are able to provide optional technical support for your district machines (new optional service added!) and optional advisor support services which can be selected below.

We are excited to begin offering a new ***‘Learner Engagement Program’*** for all your learners who are using LLVS courses. This new learner engagement program will provide your learners with access to regularly scheduled virtual and in-person field trips, community building events and opportunities, and academy support connections to vendor tutoring services. This support will provide live, synchronous connections with learners who chose to participate in any of the programs and services offered within this LLVS program in order to provide more, live touch-points with your online learners.

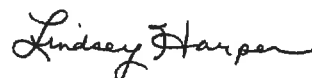
We sincerely hope that you consider us a long-term partner in the pursuit of online educational excellence. We are available to answer any questions that you may have about this proposal and look forward to discussing this opportunity further.

Please review the contract agreement below and let us know if you have any comments/questions. When you are ready for us to process this contract officially, please reply to this email to let us know. We will process the contract through our contract compliance office for official approvals and signatures. We look forward to serving Octorara School District.

Sincerely,



Ken Zimmerman  
Supervisor of Educational Technology  
Lancaster-Lebanon Intermediate Unit 13



Lindsey Harper  
Manager of Online Learning Services  
Lancaster-Lebanon Intermediate Unit 13

## **Agreement to Participate in the Lancaster-Lebanon Virtual Solutions (LLVS) Between the Lancaster-Lebanon Intermediate Unit 13 and Octorara School District**

The following Agreement, hereinafter referred to as Agreement, to participate in the Lancaster-Lebanon Virtual Solutions, hereinafter referred to as LLVS, is entered into as of 2022, by and between the Lancaster-Lebanon Intermediate Unit 13, a Pennsylvania Intermediate Unit, with administrative offices located at 1020 New Holland Ave, Lancaster PA 17601, hereinafter referred to as IU13, and Octorara School District, a Pennsylvania school district with administrative offices located at 228 Highland Road, Suite 1 Atglen, PA 19310, hereinafter referred to as District.

### **Background**

- 1.1 An analysis of online learning needs in the Lancaster-Lebanon County region conducted through the IU13 concluded that there is a substantial and rapidly increasing demand for student instruction that incorporates technology using online courses.
- 1.2 School districts in the Lancaster-Lebanon County area desire to come together in an association format to enter into contracts for services and administer a viable, cost effective, and quality online learning solution.
- 1.3 IU13 will serve as the entity that contracts for services and administers LLVS on behalf of the participating school districts.
- 1.4 The District is entering into this Agreement to participate in LLVS and thus is empowering IU13 to negotiate contracts for services and to administer the program.

### **2.0 Actions to Occur**

- 2.1 IU13 will coordinate planning for a full scale and expanded implementation of online learning in the Lancaster-Lebanon county region.
- 2.2 IU13 will contract, directly or indirectly, with one or more vendors to provide the District access to a full featured web-based online learning system with services, benefits, and courses as detailed in the LLVS Pricing Guide included in cover letter to this Agreement (the "Pricing Guide") and the LLVS Member Handbook to this Agreement (the "LLVS Parent/Student Handbook"). Prices of courseware are listed for the 2021-2022 school year. These prices may change if vendor pricing increases/decreases. Updated pricing guide will be provided....
- 2.3 Online courses are to be offered beginning at the start of the 2022-2023 school year (fall term).

### 3.0 Term of Agreement

- 3.1 The term of this Agreement shall run from the date hereof through June 30, 2025 (the "Expiration Date").

### 4.0 Cost of Agreement and Payment

- 4.1 The District will not be required to pay an annual membership fee as long as course purchases exceed the minimum established for program sustainability. Districts with a secondary census of 300 - 1,000 must annually purchase \$6,000 of courses. Districts with a secondary census of 1,001 and higher must annually purchase \$12,000 of courses. If course costs are not met, the district will be responsible for the full membership fee of \$6,000 with a secondary census of 300 - 1,000 or \$12,000 with a secondary census of 1,001 and higher.
- 4.2 A program support, content and collaboration 7.5% fee will be added to the total quarterly course fees for program sustainability. The program support, content, and collaboration includes the following:
- **LLVS Monthly Advisor Meetings** to stay current on vendor changes/additions, and interact with cross-districts advisor discussions and collaboration.
  - **Email/Phone/Zoom with LLVS staff** for support, questions, comments available for advisors and district cyber teachers.
  - **LLVS Schoology Group** for collaboration and to resource documents, procedures, and ongoing communication.
  - **Knowledge Base Support Services** to provide support for advisors, district cyber teachers, parents, learners of all vendor programs, training, and orientations.
  - **Enriched Virtual Forum** to support and grow district cyber programs partnering with Quality Matters, Distance Learning Collaborative, and use of National Standards for Quality Online Learning to support creation of online courses using both district created and vendor content.
  - **Virtual Teacher Collaborative** quarterly meetings for district cyber teachers to connect and collaborate sharing best practices for online teaching and learning.
  - **Course and Platform Content Support** via LLVS Hotline/Email for district advisors, district teachers, learners, and parents including some evening hours.
  - **Vendor/Curriculum Searches** including curriculum content reviews and Quality Matters alignment.
  - **Professional Development and Training** for district advisors, district teachers, learners, and parents.
  - **Learner Engagement Program** provides your learners with access to regularly scheduled virtual and in-person field trips, community building events and opportunities, and academy support connections to vendor tutoring services.
  - **Streamable Learning** provides live & Interactive Virtual Field Trips for ALL district learners and educators (not just district cyber academy learners).
  - **Genius Enhancements** to provide ongoing vendor integrations, course and student management, access, SSO, and customized attendance reporting.

- **Internet Reimbursements** (up to \$40 per month) for learners enrolled in four courses or more at a time.
  - **CAOLACon** offers complimentary registrations for any district cyber academy advisor(s) and district cyber teachers for an exclusive, unique conference experience where attendees gain access to industry-specific professional development sessions focused on the current K-12 online learning environment, as well as, opportunities to network with their peers and colleagues from across Pennsylvania (contingent upon CAOLA's provision).
  - **Elementary/Secondary Technology Conferences** complimentary registrations for district advisors, administrators, and teachers for online learning track.
  - **LLVS Summer Academy** for credit recovery, enrichment & review, and acceleration.
- 4.3 As a LLVS Member, the District will pay the costs for courses in effect during the applicable academic year of this Agreement, as described in the LLVS Pricing Guide.
- 4.4 Costs for services and courses that are not identified in the Pricing Guide will be negotiated.
- 4.5 Charges for courses accessed by the District and any other charges will be invoiced separately and on a quarterly basis.
- 4.6 All invoices are due within forty-five (45) days of the date of the invoice. IU13 reserves the right to stop providing services under this Agreement if payment is not received within sixty (60) days of the date of the invoice, unless such payment is the subject of a bona fide dispute and the District has paid all non-disputed amounts. All amounts not paid by the District when due shall bear interest at the rate of 1.5% per month, or (if lower) at the highest rate permitted by law.
- 4.7 The District understands and agrees to comply with the Pricing Guide and the LLVS Handbook.

## **5.0 Representations, Warranties and Limitations**

- 5.1 IU13 is acting as a conduit only for an online portal for online courses provided by a third party vendor. AS SUCH, IU13 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO LLVS, THE CONTENT, FUNCTIONALITY, EFFECTIVENESS, APPROPRIATENESS, AVAILABILITY OR RESPONSIVENESS OF ANY COURSES, PRODUCTS, SERVICES OR GOODS PROVIDED BY IU13 HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. SECTION 6.0 STATES THE DISTRICT'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL IU13 BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF THE USE



OR PERFORMANCE OF, OR INABILITY TO USE, LLVS OR ANY SERVICES OR COURSES OF OR TO BE PROVIDED BY LLVS OR IU13, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS KNOWN OR FORESEEABLE.

- 5.2 The District agrees to comply with the terms outlined in the End User License Agreement (Attachment A) and indemnify IU13 from all disputes, issues, legal claims, lawsuits, and legal judgments that result from the District's own acts and omissions relating to the use of any online learning product/course or the District's membership or participation in LLVS.
- 5.3 Neither the IU13 nor the District shall be responsible for delays or failures in performance resulting from matters beyond their reasonable control, including (without limitation) acts of God, strikes, lockouts, riots, war, terrorist strikes, vandalism, epidemics, changes to governmental regulations, fire, flood or other casualty, communication line failures, power failures or surges, earthquakes, etc.

## **6.0 Termination of Agreement**

- 6.1 If the District desires to terminate the Agreement before its Expiration Date without cause, then, at least forty-five (45) days prior to the expected date of termination, the District must notify IU13 in writing and must pay a termination fee equal to the remaining membership fees that would otherwise be due under the full term of the Agreement.
- 6.2 If IU13 desires to terminate the Agreement before its Expiration Date without cause, IU13 must provide a minimum of nine (9) months advance written notice to the District and work with the District to transition its participation in LLVS to an alternate provider as may be designated by the District. If IU13 desires to terminate this Agreement before its Expiration Date for cause, IU13 must provide at least forty-five (45) days advance written notice to the District and the District, upon invoice, shall pay a termination fee equal to the remaining membership fees that would otherwise be due under the full term of the Agreement.
- 6.3 As used in Section 6.2 above, "for cause" shall include, without limitation, any of the following events:
  - (a) the District fails to pay any invoice issued hereunder when due;
  - (b) the District breaches or fails to comply with any other terms of this Agreement and does not remedy such breach or failure within thirty (30) days after receiving notice thereof;
  - (c) the District violates any laws or regulations in connection with its participation in the LLVS;
  - (d) the District takes any action or engages in any operation or activity which places IU13, LLVS or the funding of any LLVS activities or services in jeopardy or

exposes IU13, LLVS or any other LLVS members or participants to liability or penalty under the laws of any jurisdiction to which it is subject;

- (e) the District is or becomes suspended or debarred by the Commonwealth of Pennsylvania or the federal government; or
- (f) the District takes any act or there occurs any other event or occurrence that IU13 reasonably considers just cause for termination.

## **7.0 Renewal of Agreement**

- 7.1 Six months in advance of the Expiration Date of the Agreement, the District shall notify IU13 of its intention to either renew or not renew its participation in LLVS through a new agreement with revised costs and terms. This will allow the District and IU13 time to properly plan for renewal of contracts and continuation of LLVS.

## **8.0 Miscellaneous**

- 8.1 **Confidentiality and Security of Student Data** – IU13 will maintain a high level of security over and provide controls for only authorized employees to access District student data in accordance with federal and state laws and regulations (Attachment B).
- 8.2 **Independent Contractor** – It is understood that the services provided by IU13 are done on an independent contractor basis and that nothing in this Agreement is to be construed as creating an employee/employer, partnership or any other relationship between the parties.
- 8.3 **Governing Law, Venue, and Jurisdiction** – This Agreement is governed under the internal laws of the Commonwealth of Pennsylvania. Venue for all legal disputes arising out of this Agreement will be in the Pennsylvania state court sitting in Lancaster or Lebanon Counties, Pennsylvania. In any action in which IU13 seeks to enforce this Agreement, IU13 shall be entitled to collect its reasonable attorneys' fees and other expenses.
- 8.4 **No Waiver** – No delay or failure by either party to this Agreement to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of its right thereafter to exercise or enforce each and every right and provision of this Agreement. All waivers under this Agreement to be valid must be made in writing by an authorized representative of the respective party.
- 8.5 **Severability** – If any provision of this Agreement is held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the enforceability of all other provisions of this Agreement shall not be affected.
- 8.6 **Entire Agreement** – This Agreement constitutes the entire agreement between the parties and supersedes and previous oral and written representations, negotiations and understandings between the parties.

- 8.7** Amendments – All amendments to this Agreement must be made in writing and signed by an authorized representative of each party.
- 8.8** Other – Captions used herein are solely for convenience and shall not in any manner alter or vary the interpretation or construction hereof. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies. The District may not, without IU13's prior written consent, transfer or assign any rights or obligations under this Agreement. This Agreement shall be binding upon and shall benefit IU13, the District and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument.
- 8.9** Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.
- 8.10** The Customer shall not use, issue or release for publication any articles, photographs, or similar materials including or implying the name of IU13, or any advertising or publicity matter including or implying the name of IU13 or relating to the subject matter of this engagement, without first securing written consent from IU13, which consent may be withheld in the IU13's sole discretion.
- 8.11** **Force Majeure.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions,** general strikes throughout the trade, work stoppages, accidents and freight embargos and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented

or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

**8.12** The person signing this Agreement on behalf of the Contractor individually warrants that he or she has full legal power to execute this Agreement on behalf of the Contractor, and to bind and obligate the Contractor with respect to all provisions contained in this Agreement.

**8.13** This contract cannot be modified or changed without a contract Amendment signed by both the Customer and the Contractor.

## **9.0 Notifications**

**9.1** All notifications required under or relating to this Agreement are to be made in writing and sent by U.S. certified mail, return receipt requested, or by electronic mail to the following representative(s) of the respective party. Either party may change its address(es) for notices below, by giving notice to the other party pursuant hereto.

## **10.0 Contract Terms (select any additional optional services below)**

**Optional Support Services: (check any of the boxes below for additional services requested):**

☐ **Technical Support on District Devices**

Yes, the District would like technical support for students using District equipment at a \$125 charge per student. The following must be provided by the start of the contract:

- A list of student names from the District of which IU13 will provide technical support.
- TeamViewer installed on student devices or provided access to the district's similar solution.
- Administrative account with password for IU13 to update browsers and other necessary changes.
- Support provided via LLVS Hotline (717-606-1762) or via LLVS email ([llvs-support@iu13.org](mailto:llvs-support@iu13.org))
- If this option is not selected, the District agrees to provide all the technical support for all district cyber advisors, teachers, students, and families.

☐ **LLVS Supplied Devices**

- Laptops provided via LLVS
- Laptop and browser updates
- Ability to remote in and replicate issues
- Provide step by step how-tos with student visualization
- Set homepage, save passwords, clear cookies and cache

☐ **LLVS Advisor Support Services** (select Basic or Premium below)

- Course Enrollments
- Attendance Monitoring
- Progress and Pace Monitoring
- Grade Requests
- Course Completion/Close Out Courses
- Promote Students to Next Grade Level/Alumni
- Contact Students via Email

☐ **Basic Advisor Services** (as outlined in Advisor Support Services) - \$60/student/quarter

☐ **Premium Advisor Services** (as outlined in Advisor Support Services) - \$75/student/quarter

The District has the right to change the option it selects pursuant to this Section 10.0 above with such change becoming effective as of July 1 following IU13's receipt of the District's written notice to the IU13 of its election to change the option selected pursuant to this Section 10.0. The District agrees to execute an addendum to this Contract confirming the District's change pursuant to this Section 10.0 on a form prepared by IU13. The IU13 must receive the District's written notice of its election to change the option selected pursuant to this Section 10.0 and the executed addendum to this Contract on or before June 30 for the change to become effective for the time period beginning as of July 1 following IU13's receipt of the aforementioned documentation from the District.

**Agreement and Signatures**

By signing below, each party acknowledges that it has read this Agreement in full and agrees to the terms and conditions contained herein. By signing, each person represents that they have the authority to execute the Agreement on behalf of their respective party.

In witness whereof, intending to be legally bound, the parties hereto have caused this Agreement to be executed by a duly authorized representative as of the date first stated above.

**Lancaster-Lebanon Intermediate Unit 13**

**Octorara School District**

**Diane J. Schall**

Printed Name of Authorized IU13 Agent



Signature of Authorized IU13 Agent

**03/18/2022**

Date

Printed Name of Customer

Signature of Customer

Date

## **ATTACHMENT A**

### **END USER LICENSE AGREEMENT**

**This End User License Agreement, hereinafter referred to as Agreement is a legal agreement between LLIU 13 and Octorara School District hereinafter referred to as Licensee, the subject matter of which concerns the use of computer software, content, and any applicable updates or upgrades thereto, as well as any associated media and printed or electronic (retrievable via computer networks such as the Internet or otherwise) materials, collectively referred to herein as Products. By using or continuing to use the Products ("Licensee's Acceptance"), Licensee agrees to be bound by the terms and conditions of this Agreement. If Licensee does not agree to the terms and conditions of this Agreement, Licensee must not use, or continue to use, the Products.**

**1. Grant of License.** Subject to the terms and conditions of this Agreement and Licensee's acceptance thereof, including, but not limited to, Licensee's continued payment of fees, LLIU 13 hereby grants to Licensee and Licensee hereby accepts a personal, non-transferable, non exclusive license (which shall be revocable pursuant to the terms of this Agreement) to use the Products. The rights granted herein shall include the right to permit students, teachers, employees and agents (each, an "End User") to use and access the Products, subject to Licensee's rights herein.

**2. Limitations and Restrictions.** Except as expressly permitted herein, neither Licensee nor any End Users may: (i) copy, alter, adapt, modify, translate, or create derivative works of the Products or any portion thereof; (ii) reverse engineer, decompile, disassemble, or attempt to derive the source code of the Products or any portion thereof, unless and only to the extent any of the foregoing is expressly permitted by applicable law and may not be restricted thereunder; (iii) separate the Products into component parts for transfer to or use by a third party (other than End Users in accordance with the terms hereof); (iv) rent, lease, loan, sell, distribute, sublicense or lend the Products to any third party (other than End Users in accordance with the terms hereof); (v) remove, alter or obscure any proprietary notices on or in the Products; or (vi) otherwise use the Products.

**3. Reservation of Rights.** LLIU 13 does not grant and Licensee does not obtain any implied licenses under this Agreement. LLIU 13 reserves all rights, title and interests of any kind that are not expressly granted to Licensee in this Agreement.

**4. Intellectual Property Rights.** LLIU 13 and its providers retain title to and all ownership interests in all proprietary rights, including without limitation all copyrights, trademark rights, patent rights, trade secret rights, and any other intellectual or industrial property rights throughout the world ("IPR"), with respect to the Products and all copies or portions thereof, whether or not incorporated into or used in connection with any other products, including without limitation software or documentation materials. Licensee acknowledges that the Products are licensed and not sold under this Agreement, that nothing in this Agreement shall constitute or be construed to constitute a sale of any of the Products or any portion or copy thereof and that no title to or ownership interest in any rights, including without limitation IPR, with respect to any of the Products or any components thereof is transferred to Licensee or any End User.

**5. Dual-Media.** Licensee may receive the Products in more than one medium. Regardless of the type or size of medium Licensee receives, Licensee may use, subject to the terms and conditions of this Agreement, only one medium that is appropriate for use under this Agreement. Licensee may not loan,

rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer of the Product to a third party.

**6. LIMITED WARRANTY.** For a period of ninety (90) days (the "Warranty Period") from the later of (i) the date of purchase or (ii) the date of availability of the Products, LLIU 13 warrants to Licensee that the Products, when installed, configured, used and maintained in accordance with the then-current published installation, configuration, use and maintenance specifications, will, in their unaltered form, conform substantially to the then-current published functional specifications for such Products. Licensee's sole and exclusive remedy, and LLIU 13's sole obligation, for a breach of this warranty shall be for the replacement of the media in the case of breach of this Warranty. LLIU 13 does not warrant that the Products will meet Licensee's requirements, that the Products will operate in combinations selected for use by Licensee or that use of the Products will be uninterrupted or error-free. Because not all errors in the Products can or need be corrected, LLIU 13 does not warrant that the Products are error-free or that all of the Products' errors will be corrected.

LLIU 13 AND ITS PROVIDERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO OR RELATING TO THE PRODUCTS OR THIS AGREEMENT. LLIU 13 AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THIS SECTION 6 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. Some jurisdictions prohibit the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply fully to Licensee. In this case Licensee's sole and exclusive remedy for a breach of warranty shall be, at LLIU 13's or its providers' option and in their sole discretion, replacement or repair of the Products or return thereof for a refund of the purchase price, if any.

**7. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL LLIU 13, ITS AFFILIATES, PROVIDERS, SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE, ITS END USERS, AFFILIATES OR CUSTOMERS FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST OR INACCESSIBLE DATA OR INFORMATION, UNAUTHORIZED ACCESS TO DATA OR INFORMATION OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE AUTHORIZED OR UNAUTHORIZED USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER LLIU 13, ITS AFFILIATES, PROVIDERS, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY FULLY TO LICENSEE, BUT SUCH LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LICENSEE ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS AND OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LLIU 13 WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**8. Termination.** This Agreement is effective until terminated. Without prejudice to any other rights or

remedies available at law or in equity, LLIU 13 may terminate this Agreement if Licensee fails to comply with any term or condition of this Agreement and such failure is not cured within forty-five (45) days after Licensee's receipt of written notice thereof, which notice specifies the failure with particularity. Upon any termination of this Agreement, Licensee shall immediately discontinue the use of the Products and, at LLIU 13's option, return to LLIU 13 and/or certify destruction of the Products and any related materials provided to Licensee by LLIU 13, and all full or partial copies thereof (whether in tangible or intangible form), in Licensee's possession or control. Licensee may also terminate this Agreement at any time by providing written notice to LLIU 13 and certifying destruction of the Products and all full or partial copies thereof (whether in tangible or intangible form) in Licensee's possession or control.

**9. General.** With Licensee's Acceptance, Licensee agrees to be bound by the terms and conditions set forth in this Agreement and Licensee acknowledges that it has read and understands this Agreement. Licensee further agrees that this Agreement is the complete and exclusive statement of the understanding between LLIU 13 and Licensee which supersedes any proposal or prior agreement, oral or written, and any other communication between LLIU 13 and Licensee relating to the subject matter of this Agreement. This Agreement may not be modified except in a writing duly signed by authorized representatives of LLIU 13 and Licensee. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as such laws are applied to contracts between Pennsylvania residents entered into and to be performed entirely within Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Licensee hereby submits to the sole and exclusive jurisdiction of, and waives any venue objections against, the United States District Court for the Middle District of Pennsylvania and the Dauphin County, Pennsylvania Court of Common Pleas in regard to all disputes and litigation arising under or relating to this Agreement. Licensee's rights and obligations under this Agreement shall not be assignable, delegable, sub licensable or otherwise transferable, whether voluntarily, by operation of law or otherwise, without LLIU 13's prior written approval except as provided herein. LLIU 13 may freely assign this Agreement and/or its rights and obligations hereunder.

**10. U.S. Government Restricted Rights.** If Licensee is an agency or instrumentality of the United States Government, the Software and the Documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and the Documentation are governed by the terms of this Agreement.

**11. Export Law Assurances.** Licensee will not use or otherwise export or res export the Products from the United States, except as authorized by United States laws and regulations, including without limitation those of the U.S. Department of Commerce, and, as applicable, the laws and regulations of other jurisdictions.



## ATTACHMENT B

### Confidentiality

**Confidentiality:** IU13 and contracted providers, in order to fulfill IU13's responsibilities under this Contract, may have a legitimate educational interest in reviewing certain personally identifiable information regarding students ("Student Information"). IU13 and contracted providers shall be bound by and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act ("PPRA"), the State Board of Education Guidelines, the Health Insurance Portability and Accountability Act ("HIPAA"), to the extent applicable, and any other applicable federal, state, and/or local legislation regarding the creation of, protection and dissemination of Student Information.

IU13 and contracted providers agree that it shall use Student Information solely for the purpose of delivering educational services as an educational agency as defined by FERPA in accordance with the terms of this Agreement. IU13 and contracted providers further agree that Student Information will be kept confidential and that it will not disclose any of the Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to IU13's employees and representatives who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of this Agreement. IU13 and contracted providers' employees or representatives must agree to be bound by the terms hereof to the same extent as if they were parties hereto.

In the event that IU13 and contracted providers are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Student Information, IU13 shall provide the District with prompt written notice of any such request or requirement so that the District may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, IU13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, IU13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which is legally required to be disclosed, provided that IU13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Upon expiration or termination of this Agreement, IU13 shall return promptly all Student Information to the District and no copy thereof shall be retained. IU13 shall certify in writing to the District that such action has been taken. Notwithstanding the return of the Student Information, IU13 shall continue to be bound by its confidentiality obligations hereunder.

It is further understood and agreed that money damages will not be sufficient remedy for any breach of IU13's confidentiality obligations and that the District shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by IU13, but shall be in addition to all other remedies available by law or equity to the District. **This agreement designates the IU13 as our authorized representatives and the duties contained in this agreement promote a legitimate educational interest. A copy of the IU13's breach policy must be included with the finalized contract.**

#### Reporting Data Theft or Exposure:

Pursuant to Pennsylvania's Breach of Personal Information Notification Act, IU13 agrees to immediately (within 24 hours) notify District of any unauthorized access and/or acquisition of computerized data that materially compromises the security or confidentiality of any personal information maintained by IU13. IU13

must provide a description of what occurred to District and investigate all thefts and/or exposure and determine if a law enforcement agency is to be contacted. A copy of any police reports shall be provided to District. Providers that maintain specific data for evaluation purposes shall remove all access to the source as soon as possible so further breaches of security or confidentiality of personal information do not occur.

## **REVENUE AND EXPENDITURE SHARING AGREEMENT**

This Revenue and Expenditure Sharing Agreement ("Agreement") is entered into May 19, 2022, by and between the Octorara Area School District ("OASD") and the Chester County Intermediate Unit, ("CCIU"), both being school entities organized under the Public School Code of 1949, Act of March 10, 1949, P.L. 30 ("Code"), 24 P.S. §1-101 et seq.

WHEREAS, OASD and CCIU have, in the past, entered into a Sharing Agreement in order to provide shared services for students of Chester County

WHEREAS, OASD and CCIU are agreeable to share resources in providing a Welding Technical Education Class.

WHEREAS, OASD and CCIU wish to enter into a Revenue and Expenditure Sharing Agreement that will capture this cooperation;

THEREFORE, OASD and CCIU, intending to be legally bound, enter into this Agreement and agree as follows.

1. **Term:** This Agreement shall begin on May 19, 2022 and end on June 30, 2023 unless terminated earlier in accordance with Paragraph 10 below.
2. CCIU agrees to provide, for the school terms, a full time, properly certified teacher to teach students enrolled in the Welding Technical Education Program.
3. OASD agrees to provide, for the school terms, a classroom and work shop to teach students enrolled in the Welding Technical Education Program through the CCIU.
4. CCIU agrees to provide consumable resources, welding supplies, metal materials for projects that support the Bureau of Career and Technical Education task list for the Welding CIP code 48.0508, essential welding equipment for the course and any needed student support.
5. OASD agrees to provide the physical space of the classroom, furniture, HVAC, and any fixed equipment necessary for the lab space.
6. The Parties agree at the end of the school year each party shall reconcile all of the expenditures along with the tuition revenue generated by the course offering.
7. The Parties agree to share in both the revenues and expenditures at a 50/50 ratio.

8. **Termination:** The Parties agree to provide no less than ninety (90) calendar day notice, prior to the end of a school year, of their desire to terminate this Agreement, or to terminate based on if enrollment of students in the course no longer meets the standards expected of the Parties.
9. **Notices:** Any notices or invoices specified under this Agreement shall be directed to the Superintendent of School and Executive Director of the CCIU, by hand delivery, first class U.S. mail or other reliable means of delivery.
10. **Periodic Review:** During each year of this Agreement, the Superintendent of Schools for OASD and the Executive Director for the CCIU or their designees shall confer periodically to ensure this Agreement is working as the parties intended, and to resolve any problems that may arise. Nothing in this paragraph is intended to prohibit representatives of the board of school directors of the school district and intermediate unit from conferring on this Agreement during its each school year, as deemed necessary or appropriate.

**11. Miscellaneous:**

- a. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
- b. This Agreement constitutes the entire agreement between the parties regarding its purpose.
- c. The terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- d. This Agreement has been approved by a vote of the board of school director and the CCIU for the respective party at a meeting duly advertised and open to the public.

IN WITNESS HEREOF and intending to be legally bound, the Parties execute this Agreement as of the Effective Date set forth above.

OCTORARA AREA SCHOOL  
DISTRICT

CHESTER COUNTY INTERMEDIATE  
UNIT

By:

By:

President, Board of School Directors

President, CCIU Board of Directors

**OCTORARA AREA SCHOOL DISTRICT**  
**2022-2023 BID AWARD SUMMARY**

**ART SUPPLIES**

**2022-2023**

Blick Art Materials	\$	2,434.89		
Cascade School Supplies	\$	5,028.82		
Metco	\$	95.85		
National Art & School Supply	\$	380.40		
Quill Corp	\$	725.13		
RICH Inc				
<b>TOTAL</b>			<b>\$</b>	<b>8,665.09</b>

**INDUSTRIAL ARTS/VO-AG. SUPPLIES:**

Bernie's Photo Center	\$	1,181.92		
Metco	\$	1,573.70		
Midwest Technology Products	\$	2,778.60		
Paxton/Patterson	\$	1,162.88		
<b>TOTAL</b>			<b>\$</b>	<b>6,697.10</b>

**SCIENCE SUPPLIES:**

Carolina Biological Supply Co	\$	1,255.46		
Metco	\$	37.00		
Pasco	\$	1,242.56		
Ward's Natural Science	\$	901.42		
<b>TOTAL</b>			<b>\$</b>	<b>3,436.44</b>

## ART SUPPLIES

<u>Vendor Name</u>	<u>Bid #</u> <u>60</u>	<u>Bid #</u> <u>63</u>	<u>Bid #</u> <u>65</u>	<u>TOTAL</u> <u>BY</u> <u>VENDOR</u>
Blick Art Materials	\$ 357.26	\$ -	\$ 2,077.63	\$ 2,434.89
Cascade School Supplies	\$ 515.10	\$ 1,313.54	\$ 3,200.18	\$ 5,028.82
Metco	\$ 10.00	\$ -	\$ 85.85	\$ 95.85
National Art & School Supply	\$ 259.80	\$ 120.60	\$ -	\$ 380.40
Quill Corp	\$ 329.37	\$ 379.71	\$ 16.05	\$ 725.13
<hr/>				
<b>TOTALS:</b>	\$ 1,471.53	\$ 1,813.85	\$ 5,379.71	\$ 8,665.09
<u><b>TOTAL FOR ART SUPPLIES:</b></u>				\$ 8,665.09

## IND. ARTS & VO AG

<u>Vendor Name</u>	<u>Bid #</u> 80	<u>Bid #</u> 84	<u>Bid #</u> 88	<u>Bid #</u> 90	<u>Bid#</u> 97	<u>TOTAL</u> <u>BY</u> <u>VENDOR</u>
Bernie's Photo Center	\$ -	\$ -	\$ 1,181.92	\$ -	\$ -	\$ 1,181.92
Metco	\$ 372.40	\$ 288.70	\$ -	\$ 912.60	\$ -	\$ 1,573.70
Midwest Technology Products	\$ 1,207.00	\$ 119.63	\$ -	\$ 1,306.29	\$ 145.68	\$ 2,778.60
Paxton/Patterson	\$ 274.90	\$ 449.22	\$ -	\$ 438.76	\$ -	\$ 1,162.88
<hr/>						
TOTALS:	\$ 1,854.30	\$ 857.55	\$ 1,181.92	\$ 2,657.65	\$ 145.68	\$ 6,697.10
<u>TOTAL FOR INDUSTRIAL ARTS &amp; VO AG</u>				\$ 6,551.42		

## **SCIENCE BIDS:**

<b><u>Vendor Name</u></b>	<b><u>Bid #</u></b> <b><u>41</u></b>	<b><u>Bid #</u></b> <b><u>42</u></b>	<b><u>Bid #</u></b> <b><u>43</u></b>	<b><u>TOTAL</u></b> <b><u>BY</u></b> <b><u>VENDOR</u></b>
Carolina Biological Supply Co	\$ 170.70	\$ 68.02	\$ 1,016.74	\$ 1,255.46
Metco	\$ 37.00	\$ -	\$ -	\$ 37.00
Pasco	\$ 1,242.56	\$ -	\$ -	\$ 1,242.56
Ward's Science	\$ 80.52	\$ 320.85	\$ 500.05	\$ 901.42
<hr/>				
<b>TOTALS:</b>	\$ 1,530.78	\$ 388.87	\$ 1,516.79	\$ 3,436.44
<b><u>TOTAL FOR SCIENCE SUPPLIES:</u></b>	\$ 3,436.44			





Book	Policy Manual
Section	200 Pupils
Title	Electronic Devices
Code	237 - NEW
Status	Second Reading

### **Purpose**

~~The Board adopts this policy in order to maintain an educational environment that is safe and secure for district students and employees.~~ The Board recognizes that electronic devices are now an integral part of the daily lives and culture of many of the district's students. Teaching students to become digital citizens who can think critically, share information responsibly, and balance screen time with other activities is essential as technology assumes a greater place in their lives. Since the presence of electronic devices has the potential to distract students from their educational mission and to otherwise disrupt the educational environment, the Board believes an electronic device policy is necessary for students to have an educational environment free from unnecessary disruptions and distractions.

### **Definition**

Electronic devices shall include, but are not limited to, any personal communication device including mobile telephones and smartphones; any device that can capture still images or movies; any device that can record, edit, store, display, transmit, or receive audio or video; personal digital assistants (PDA's); any device that can operate online applications or provide a connection to the Internet (whether wireless, wired, cellular network); laptops and tablet computers, electronic gaming systems, pagers, e-readers, laser pointers, and smart watches. ~~all devices that can take photographs; record audio or video data; store, transmit or receive messages or images; or provide a wireless, unfiltered connection to the Internet. Examples of these electronic devices include, but shall not be limited to, radios, walkmans, CD players, iPods, MP3 players, DVD players, handheld game consoles, Personal Digital Assistants (PDAs), cellular telephones, BlackBerries, and laptop computers, as well as any new technology developed with similar capabilities.~~

### **Authority**

The Board adopts this policy to maintain an educational environment that is safe and secure and free from distractions for its students, while aiming to permit pupils to reasonably and responsibly utilize electronic devices.

### **Delegation of Responsibility**

The Superintendent or designee shall annually notify students, parents/guardians and employees about the Board's electronic device policy by means of student handbooks, the district website, or other reasonable means of communication.

The Superintendent or designee shall develop administrative regulations to implement this policy.

### Guidelines

The Board prohibits all students from any use of electronic devices ~~by students during the school day in district buildings, on district property, on district buses and vehicles, during the time students are under the supervision of the district, and~~ in locker rooms, bathrooms, ~~health suites~~ and other changing areas at any time.<sup>[1]</sup>

The Board prohibits possession of laser pointers and attachments and telephone paging devices/beepers by students in district buildings; on district property; on district buses and vehicles; and at ~~school~~ activities that are sponsored, supervised, or sanctioned by the district. A district administrator may grant an exception to this specific prohibition when a student is a member of a volunteer ambulance, fire, or rescue squad or where the student has a medical condition that necessitates the use of a paging device or beeper. ~~activities~~.<sup>[2]</sup>

### K-6 Students

The Board prohibits the personal use of any electronic device by any K-6 students while in district buildings, on district property and grounds, and at school sponsored activities.

An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by an elementary student because of the student's urgent health and safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device by an elementary student as stated in an Individualized Education Program or Section 504 Service Agreement.

### Junior/Senior High School Students

The Board prohibits the personal use of any electronic devices by any Junior/Senior High School student while in district buildings, on district property and grounds, and at school sponsored activities except as follows below.

An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times except as follows below.

#### Exceptions:

1. Junior/Senior High School students may use personal electronic devices after school hours.
2. Junior/Senior High School students may use personal electronic devices in the classroom during the school day for instructional purposes if, and only if, they have the prior permission of the teacher or building administrator to do so. Students may not use their personal electronic devices for verbal phone conversations.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by a Junior/Senior High School student because of the student's urgent health or safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device by a Junior/Senior High School student as stated in an Individualized Education Program or Section 504 Service Agreement.

### Electronic Images and Photographs

The Board prohibits the taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting, social media, and emailing.

Because such violations may constitute a crime under state and/or federal law, the district shall report such conduct to state and/or federal law enforcement agencies.

### Loss or Damage to Electronic Devices

Students are solely responsible for the safe storage of any electronic devices that they choose to bring to school. The district shall not be liable or responsible for the loss, damage, or misuse of any electronic devices that a student brings to school, extracurricular activities, to school sponsored events or trips, or from the confiscation of an electronic device as the result of a policy violation.

Purposeful damage to district owned devices, as determined by the district's technology staff, will result in full restitution.

### Student Responsibility for Data Charges

No student shall be required to provide an electronic device as a condition of receiving educational instruction. If any student chooses to utilize such a device pursuant to this policy, the student and parents/guardians assume full responsibility for any phone or data charges that may result from such use.

### Limitation on Technical Support

District information technology staff may not provide technical assistance to students for their personal devices. However, this policy shall not prohibit district information technology staff from providing general instructions for the configuration of such devices to access or connect to district owned technology resources.

### Off-Campus Activities

The policy shall also apply to student conduct that occurs off district property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist:

1. The conduct occurs during the time the student is traveling to and from district-sponsored activities, whether or not via district furnished transportation.
2. The student is a member of an athletic team or an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.
3. Student expression or conduct materially or substantially disrupts the operations of the district, or the administration reasonably anticipates that the expression or conduct is likely to materially or substantially disrupt the operations of the district.
4. The conduct has direct nexus to attendance at the district or a district sponsored activity, for example, a transaction conducted outside of the district pursuant to an agreement made in the district, that would violate the Code of Student Conduct if conducted in the district.
5. The conduct involves the theft or vandalism of district property.



6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at the district or district sponsored activities.

### Penalties for Violations

The Board authorizes building administrators, teachers, and security personnel to confiscate a student's electronic device when used in violation of this policy.

All confiscated electronic devices shall be delivered promptly to the building administrator's office. Confiscated devices shall be returned to the student at the end of the school day for a first offense, and only to a parent or guardian for a second or subsequent offense.

Building administrators may impose additional disciplinary actions against students for violations of this policy, including suspensions from school or recommendations for expulsion from school as warranted by the specific facts and circumstances in a particular case.

~~The district shall not be liable for the loss, damage or misuse of any electronic device.~~

### ~~Electronic Images and Photographs~~

~~The Board prohibits the taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting and emailing. Because such violations may constitute a crime under state and/or federal law, the district may report such conduct to state and/or federal law enforcement agencies.~~

### ~~Off-Campus Activities~~

~~This policy shall also apply to student conduct that occurs off school property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist:[3]~~

- ~~1. The conduct occurs during the time the student is traveling to and from school or traveling to and from school-sponsored activities, whether or not via school district furnished transportation.~~
- ~~2. The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.[4][5]~~
- ~~3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.~~
- ~~4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, for example, a transaction conducted outside of school pursuant to an agreement made in school, that would violate the Code of Student Conduct if conducted in school.~~
- ~~5. The conduct involves the theft or vandalism of school property.~~
- ~~6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities.~~

### ~~Delegation of Responsibility~~

~~The Superintendent or designee shall annually notify students, parents/guardians and employees about the Board's electronic device policy.~~

~~The Superintendent or designee shall develop administrative regulations to implement this policy.~~

### ~~Guidelines~~

~~Violations of this policy by a student shall result in disciplinary action and may result in confiscation of the electronic device.[3][6][7]~~

~~Devices that are confiscated will only be returned to the student's parent/guardian.~~

### ~~Exceptions~~

~~The building administrator may grant approval for possession and use of an electronic device by a student for the following reasons:~~

1. ~~Health, safety or emergency reasons.~~
  2. ~~An individualized education program (IEP). [8]~~
  3. ~~Classroom or instructional related activities.~~
  4. ~~Other reasons determined appropriate by the building principal.~~
- ~~The building administrator may grant approval for possession and use of a telephone paging device/beeper by a student for the following reasons: [2]~~
1. ~~Student is a member of a volunteer fire company, ambulance or rescue squad.~~
  2. ~~Student has a need due to the medical condition of an immediate family member.~~
  3. ~~Other reasons determined appropriate by the building principal.~~

Legal

1. 24 P.S. 510
  2. 24 P.S. 1317.1
  3. Pol. 218
  4. Pol. 122
  5. Pol. 123
  6. Pol. 226
  7. Pol. 233
  8. Pol. 113
- Pol. 815



Book	Policy Manual
Section	800 Operations
Title	Acceptable Use of Internet, Computers and Network Resources
Code	815 - NEW
Status	Second Reading

### **Purpose**

The Board supports use of the computers, Internet and other network resources in the district's instructional and operational programs in order to facilitate learning, teaching and daily operations through interpersonal communications and access to information, research and collaboration.

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

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

### **Definitions**

The term child pornography is defined under both federal and state law.

**Child pornography** - under federal law, is any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where:[\[1\]](#)

1. The production of such visual depiction involves the use of a minor engaging in sexually explicit conduct;
2. Such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that of a minor engaging in sexually explicit conduct; or
3. Such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

**Child pornography** - under state law, is any book, magazine, pamphlet, slide, photograph, film, videotape, computer depiction or other material depicting a child under the age of eighteen (18) years engaging in a prohibited sexual act or in the simulation of such act.[\[2\]](#)

The term harmful to minors is defined under both federal and state law.

**Harmful to minors** - under federal law, is any picture, image, graphic image file or other visual depiction that:[\[3\]](#)[\[4\]](#)

1. Taken as a whole, with respect to minors, appeals to a prurient interest in nudity, sex or excretion;
2. Depicts, describes or represents in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or

perverted sexual acts, or lewd exhibition of the genitals; and

3. Taken as a whole lacks serious literary, artistic, political or scientific value as to minors.

**Harmful to minors** - under state law, is any depiction or representation in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, when it: [\[5\]](#)

1. Predominantly appeals to the prurient, shameful, or morbid interest of minors;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and

3. Taken as a whole lacks serious literary, artistic, political, educational or scientific value for minors.

**Obscene** - any material or performance, if: [\[5\]](#)

1. The average person applying contemporary community standards would find that the subject matter taken as a whole appeals to the prurient interest;
2. The subject matter depicts or describes in a patently offensive way, sexual conduct described in the law to be obscene; and
3. The subject matter, taken as a whole, lacks serious literary, artistic, political, educational or scientific value.

**Technology protection measure** - a specific technology that blocks or filters Internet access to visual depictions that are obscene, child pornography or harmful to minors. [\[4\]](#)

### **Authority**

The availability of access to electronic information does not imply endorsement by the district of the content, nor does the district guarantee the accuracy of information received. The district shall not be responsible for any information that may be lost, damaged or unavailable when using the network or for any information that is retrieved via the Internet.

The district shall not be responsible for any unauthorized charges or fees resulting from access to the Internet or other network resources.

The Board declares that computer and network use is a privilege, not a right. The district's computer and network resources are the property of the district. Users shall have no expectation of privacy in anything they create, store, send, delete, receive or display on or over the district's Internet, computers or network resources, including personal files or any use of the district's Internet, computers or network resources. The district reserves the right to monitor, track, and log network access and use; monitor fileserver space utilization by district users; or deny access to prevent unauthorized, inappropriate or illegal activity and may revoke access privileges and/or administer appropriate disciplinary action. The district shall cooperate to the extent legally required with the Internet Service Provider (ISP), local, state and federal officials in any investigation concerning or related to the misuse of the district's Internet, computers and network resources. [\[6\]](#)[\[7\]](#)[\[8\]](#)

The Board requires all users to fully comply with this policy and to immediately report any violations or suspicious activities to the Superintendent or designee.

The Board establishes the following materials, in addition to those stated in law and defined in this policy, that are inappropriate for access by minors: [\[4\]](#)

1. Defamatory.
2. Lewd, vulgar, or profane.
3. Threatening.
4. Harassing or discriminatory. [\[9\]](#)[\[10\]](#)[\[11\]](#)
5. Bullying. [\[12\]](#)

## 6. Terroristic.[13]

The district reserves the right to restrict access to any Internet sites or functions it deems inappropriate through established Board policy, or the use of software and/or online server blocking. Specifically, the district operates and enforces a technology protection measure(s) that blocks or filters access to inappropriate matter by minors on its computers used and accessible to adults and students. The technology protection measure shall be enforced during use of computers with Internet access.[3][4][14]

Upon request by students or staff, the Superintendent or designee shall expedite a review and may authorize the disabling of Internet blocking/filtering software to enable access to material that is blocked through technology protection measures but is not prohibited by this policy.[14]

Upon request by students or staff, building administrators may authorize the temporary disabling of Internet blocking/filtering software to enable access for bona fide research or for other lawful purposes. Written permission from the parent/guardian is required prior to disabling Internet blocking/filtering software for a student's use. If a request for temporary disabling of Internet blocking/filtering software is denied, the requesting student or staff member may appeal the denial to the Superintendent or designee for expedited review.[3][15]

## **Delegation of Responsibility**

The district shall make every effort to ensure that this resource is used responsibly by students and staff.

The district shall inform staff, students, parents/guardians and other users about this policy through employee and student handbooks, posting on the district website, and by other appropriate methods. A copy of this policy shall be provided to parents/guardians, upon written request.[14]

Users of district networks or district-owned equipment shall, prior to being given access or being issued equipment, sign user agreements acknowledging awareness of the provisions of this policy, and awareness that the district uses monitoring systems to monitor and detect inappropriate use.

Student user agreements shall also be signed by a parent/guardian.

Administrators, teachers and staff have a professional responsibility to work together to help students develop the intellectual skills necessary to discern among information sources, to identify information appropriate to their age and developmental levels, and to evaluate and use the information to meet their educational goals.

Students, staff and other authorized individuals have the responsibility to respect and protect the rights of every other user in the district and on the Internet.

Building administrators shall make initial determinations of whether inappropriate use has occurred.

The Superintendent or designee shall be responsible for recommending technology and developing procedures used to determine whether the district's computers are being used for purposes prohibited by law or for accessing sexually explicit materials. The procedures shall include but not be limited to:[3][4][16]

1. Utilizing a technology protection measure that blocks or filters Internet access for minors and adults to certain visual depictions that are obscene, child pornography, harmful to minors with respect to use by minors, or determined inappropriate for use by minors by the Board.
2. Maintaining and securing a usage log.
3. Monitoring online activities of minors.

The Superintendent or designee shall develop and implement administrative regulations that ensure students are educated on network etiquette and other appropriate online behavior, including:[4]

1. Interaction with other individuals on social networking websites and in chat rooms.



## 2. Cyberbullying awareness and response.[12][17]

### Guidelines

Network accounts shall be used only by the authorized owner of the account for its approved purpose. Network users shall respect the privacy of other users on the system.

### Safety

It is the district's goal to protect users of the network from harassment and unwanted or unsolicited electronic communications. Any network user who receives threatening or unwelcome electronic communications or inadvertently visits or accesses an inappropriate site shall report such immediately to a teacher or administrator. Network users shall not reveal personal information to other users on the network, including chat rooms, email, social networking websites, etc.

Internet safety measures shall effectively address the following:[4][16]

1. Control of access by minors to inappropriate matter on the Internet and World Wide Web.
2. Safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications.
3. Prevention of unauthorized online access by minors, including "hacking" and other unlawful activities.
4. Unauthorized disclosure, use, and dissemination of personal information regarding minors.
5. Restriction of minors' access to materials harmful to them.

### Prohibitions

Users are expected to act in a responsible, ethical and legal manner in accordance with district policy, accepted rules of network etiquette, and federal and state law. Specifically, the following uses are prohibited:

1. Facilitating illegal activity.
2. Commercial or for-profit purposes.
3. ~~Nonwork or nonschool-related work.~~
4. Product advertisement or political lobbying.
5. Bullying/Cyberbullying.[12][17]
6. Hate mail, discriminatory remarks, and offensive or inflammatory communication.
7. Unauthorized or illegal installation, distribution, reproduction, or use of copyrighted materials.
8. Accessing, sending, receiving, transferring, viewing, sharing or downloading obscene, pornographic, lewd, or otherwise illegal materials, images or photographs.[18]
9. Access by students and minors to material that is harmful to minors or is determined inappropriate for minors in accordance with Board policy.
10. Inappropriate language or profanity.
11. Transmission of material likely to be offensive or objectionable to recipients.
12. Intentional obtaining or modifying of files, passwords, and data belonging to other users.
13. Impersonation of another user, anonymity, and pseudonyms.

14. Fraudulent copying, communications, or modification of materials in violation of copyright laws.  
[19]
15. Loading or using of unauthorized games, programs, files, or other electronic media.
16. Disruption of the work of other users.
17. Destruction, modification, abuse or unauthorized access to network hardware, software and files.
18. Accessing the Internet, district computers or other network resources without authorization.
19. Disabling or bypassing the Internet blocking/filtering software without authorization.
20. Accessing, sending, receiving, transferring, viewing, sharing or downloading confidential information without authorization.

### Security

System security is protected through the use of passwords. Failure to adequately protect or update passwords could result in unauthorized access to personal or district files. To protect the integrity of the system, these guidelines shall be followed:

1. Employees and students shall not reveal their passwords to another individual.
2. Users are not to use a computer that has been logged in under another student's or employee's name.
3. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the network.

### Copyright

The illegal use of copyrighted materials is prohibited. Any data uploaded to or downloaded from the network shall be subject to fair use guidelines and applicable laws and regulations.[19][20]

### District Website

The district shall establish and maintain a website and shall develop and modify its web pages to present information about the district under the direction of the Superintendent or designee. All users publishing content on the district website shall comply with this and other applicable district policies.

Users shall not copy or download information from the district website and disseminate such information on unauthorized web pages without authorization from the building principal.

### Consequences for Inappropriate Use

The network user shall be responsible for damages to the equipment, systems, and software resulting from deliberate or willful acts.[14]

Illegal use of the network; intentional deletion or damage to files or data belonging to others; copyright violations; and theft of services shall be reported to the appropriate legal authorities for possible prosecution.

General rules for behavior and communications apply when using the Internet, in addition to the stipulations of this policy.

Vandalism shall result in loss of access privileges, disciplinary action, and/or legal proceedings.

**Vandalism** is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks; this includes but is not limited to uploading or creating computer viruses.

Failure to comply with this policy or inappropriate use of the Internet, district network or computers shall result in usage restrictions, loss of access privileges, disciplinary action, and/or legal proceedings.

[6][7][8]

Legal

1. 18 U.S.C. 2256
2. 18 Pa. C.S.A. 6312
3. 20 U.S.C. 7131
4. 47 U.S.C. 254
5. 18 Pa. C.S.A. 5903
6. Pol. 218
7. Pol. 233
8. Pol. 317
9. Pol. 103
10. Pol. 103.1
11. Pol. 104
12. Pol. 249
13. Pol. 218.2
14. 24 P.S. 4604
15. 24 P.S. 4610
16. 47 CFR 54.520
17. 24 P.S. 1303.1-A
18. Pol. 237
19. Pol. 814
20. 17 U.S.C. 101 et seq
- 18 Pa. C.S.A. 2709
- 24 P.S. 4601 et seq
- Pol. 220



Book	Policy Manual
Section	800 Operations
Title	Breach of Computerized Personal Information
Code	830 - NEW
Status	Second Reading

### **Purpose**

With the increased reliance upon electronic data, and the maintenance of personal information of students and employees in electronic format, the Board is concerned about the risk of a breach in the district's electronic system security and 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 directs that district administrators shall provide appropriate notification of any computerized system security breach to any state resident 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 system's security** - unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the district as part of the database of personal information regarding multiple individuals and that the district reasonably believes has caused or will cause loss or injury to any state resident. Good faith acquisition of personal information by an employee or agent of the **school** district for the purpose of the 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.[2]

**Individual** - means any natural person, not an entity or company.

**Personal information** - includes an individual's first initial and last name **or any identifying information** in combination with, and linked to, any one or more of the following, when not encrypted or redacted:[2]

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.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.[3]

**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.[\[2\]](#)

### **Delegation of Responsibility**

The Superintendent or designee shall ensure that the district provides notice of any system security breach, following discovery, to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed and acquired by an unauthorized person. **The district will notify law enforcement when a data breach affects the district.** Such notice shall be made without a reasonable delay, except when a law enforcement agency determines and advises the district in writing 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. The district will 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.[\[4\]](#)

- |       |                        |
|-------|------------------------|
| Legal | 1. 73 P.S. 2301 et seq |
|       | 2. 73 P.S. 2302        |
|       | 3. Pol. 801            |
|       | 4. 73 P.S. 2303        |
|       | 15 U.S.C. 1681a        |



Book	Policy Manual
Section	900 Community
Title	Public Participation in Board Meetings
Code	903
Status	Second Reading

### **Purpose**

The Board recognizes the value to **school district** governance of public comment on educational issues and the importance of involving members of the public in Board meetings. The Board **also** recognizes its responsibility **for proper governance of the district and the need** to conduct **its** business in an orderly and efficient manner.

### **Authority**

**The Board adopts this policy to govern public participation in Board meetings necessary to conduct its meeting and to maintain order.**[\[1\]](#)

In order to permit fair and orderly expression of **public** comment, the Board **shall** provide **an opportunity at each open meeting of the Board for residents and taxpayers to comment on matters of concern, official action or deliberation which are or may be before the Board prior to official action by the Board.**[\[2\]](#)[\[3\]](#)

~~**The Board shall require that all public comments be made at the beginning of each meeting. There are two (2) opportunities during each work session and each Regular Board meeting for public comment:**~~

**1. Visitor's Comments - Agenda Items Only: This is usually toward the start of the meeting and is intended for public comment or questions related to posted agenda items. The Board will not respond to the comments or questions at this time. This is not designed to be an open discussion with the Board. Board comments may occur as part of the agenda item conversation or during Board Comments at the end of the agenda.**

**2. Visitor's Comments - General: This is usually toward the end of the meeting and is intended for public comment or questions on any topic related to district business. The Board will not respond to the comments or questions at this time. This is not designed to be an open discussion with the Board. Board comments may occur during Board Comments.**

**If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting occurring before the next regular meeting.**[\[2\]](#)

**When an item is added to the agenda after the public comment period has ended, the Board shall offer a further public comment opportunity limited to the added item(s).**[\[2\]](#)[\[3\]](#)

### **Delegation of Responsibility**



The presiding officer at each **open** Board meeting **shall follow Board policy** for the conduct of **open** meetings. **Where the presiding officer's ruling is disputed, it may be overruled by a majority of those ~~school~~ Board directors present and voting.**[\[4\]](#)[\[5\]](#)

### Guidelines

Whenever issues identified by the participant are subject to remediation under policies and procedures of the Board, they shall be dealt with in accordance with those policies and procedures and the organizational structure of the district.

The Board requires that public participants be residents or taxpayers of this district ~~or anyone representing a group in the community or school district, any representative of a firm eligible to bid on materials or services solicited by the Board,~~ a parent/guardian of any district student, any district employee, or any district student.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, ~~address, and group affiliation if applicable~~ and municipality.

Each statement made by a participant shall be limited to ~~five (5)~~ three (3) minutes' duration for a total of thirty (30) minutes per public comment opportunity.

~~No participant may speak more than once on the same topic, unless all others who wish to speak on that topic have been heard.~~

All statements shall be directed to the presiding officer; no participant may address or question ~~school~~ Board directors individually.

~~The Board may opt to allow public comment in written form in lieu of, or in addition to, spoken comment as the Board best sees fit to do so. Written comments must be submitted to the Board secretary at least 24 hours in advance of the start of the meeting.~~

The presiding officer may:

1. Interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant.
2. Request any individual to leave the meeting when that person does not observe reasonable decorum.
3. Request the assistance of law enforcement officers to remove a disorderly person when the person's conduct interferes with the orderly progress of the meeting.
4. Call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.
5. Waive these rules with the approval of the Board.

Electronic recording devices and cameras, in addition to those used as official recording devices, **shall** be permitted at **open** meetings **under guidelines established by the Board.**[\[6\]](#)

No placards or banners will be permitted within the meeting room.

The meeting agenda and all pertinent documents shall be available to the press and public at the meetings.[\[7\]](#)

Legal

1. 65 Pa. C.S.A. 710
2. 65 Pa. C.S.A. 710.1
3. 65 Pa. C.S.A. 712.1
4. 24 P.S. 407
5. Pol. 006
6. 65 Pa. C.S.A. 711
7. 65 Pa. C.S.A. 709
- 65 Pa. C.S.A. 701 et seq
- Pol. 906





Book	Policy Manual
Section	900 Community
Title	Public Attendance at District Events
Code	904
Status	First Reading

### **Purpose**

The Board welcomes the public at **activities** and events **sponsored** by the ~~school~~-district, but the Board also acknowledges its duty to maintain order and preserve ~~school~~-district facilities **and health and safety** during such events. **This policy establishes conditions, restrictions and procedures to regulate public attendance and conduct at ~~school~~ district and ~~school~~ district-sponsored activities.**

### **Definition**

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including ~~the product marketed as Juul and~~ other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with law, shall be defined to include the following:[\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
  - a. Tobacco, whether in its natural or synthetic form; or
  - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the district*

**to maintain a drug-free environment, at which marijuana of any kind is prohibited.**[3]

[4]

#### **Authority**

The Board has the authority to **prohibit** at a **school district** event **the** attendance of any **individual** whose conduct may constitute a disruption. **The Superintendent or designee and building principal may limit attendance to designated areas or may limit the number of attendees to school district events when necessary to protect the health and safety of students, staff and the public, in accordance with Board-approved health and safety plans and guidance from state and local officials.**

The Board prohibits gambling and the possession and use of controlled substances **prohibited by state or federal law, alcoholic beverages and weapons** on **school district premises.**[5][6]

**Attendees shall be informed of the district's health and safety rules through announcements and posting of appropriate signage. Health and safety rules must be followed prior to entry and while attendees are in school district buildings and on school district property, in accordance with Board policy, district procedures, the Board-approved health and safety plans and guidance from state and local officials.**[7]

#### **Tobacco and Vaping Products**

The Board prohibits use of tobacco and vaping products, including the product marketed as ~~Juul and other~~ **electronic cigarettes (e-cigarettes)**, by any persons at any time in a **school district** building; on **school district** buses or other vehicles that are owned, leased or controlled by the **school district**; or on property owned, leased or controlled by the **school district.**[2][8]

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as ~~Juul and other~~ **electronic cigarettes (e-cigarettes)**, by members of the public of legal age at **school the district or school district-sponsored** activities.

The Board deems it to be a violation of this policy for an individual in attendance at **school the district** or a **school district-sponsored** activity to furnish a tobacco or vaping product, including the product marketed as ~~Juul or any other~~ **electronic cigarettes (e-cigarettes)**, to a minor.[1]

#### **Delegation of Responsibility**

A schedule of fees for **attendance at school district** events shall be prepared by the Superintendent or designee and adopted by the Board.

**The Superintendent shall ensure that this policy is posted on the district's publicly accessible website.**[9]

#### **Reports**

##### ***Office for Safe Schools Report –***

The Superintendent shall annually, by July 31, report all incidents of prohibited possession, use or sale of tobacco and vaping products, including ~~Juuls and other~~ **electronic cigarettes (e-cigarettes)**, by any person on **school district** property to the Office for Safe Schools on the required form.[10][11]

##### ***Law Enforcement Incident Report –***

In accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies, the Superintendent or designee may report to the ~~school police, School Resource Officer (SRO)~~ **Campus Security**.

**Officer** or to the local police department that has jurisdiction over the **school district's** property, the use or sale of tobacco or vaping products, including **Juuls and other electronic cigarettes (e-cigarettes)**, by any person in a **school district** building; on a school bus or other vehicles that are owned, leased or controlled by the **school** district; or on any property owned leased or controlled by the **school** district. [\[1\]](#)[\[2\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

### **Guidelines**

#### **Free Admittance**

{ **x** } Senior citizens who are district residents and are 65 years of age or older shall be admitted

( **x** ) without charge. **Resident must complete registration for free admittance including providing proof of residence. Registration is done in the Jr./Sr. High School office.**

( ) at a reduced fee

( ) to all school events.

( ) to all school athletic events.

{ **x** } District personnel will be admitted **to district home athletic events.**

( ) to all school events

( **x** ) at no charge.

( ) at a reduced fee.

{ **x** } Free passes to **school district home athletic** events will be available to each Board member.

( ) and a guest.

{ } The Board will honor athletic passes from all districts that are members of conferences in which teams of this district compete and honor the passes of this district.

#### **Service Animals**

**Individuals with disabilities may be accompanied by their service animals while on district property for events that are open to the general public in accordance with Board policy and state and federal laws and regulations.** [\[15\]](#)[\[16\]](#)[\[17\]](#)

Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. 20 U.S.C. 7118
4. Pol. 351
5. 24 P.S. 511
6. 24 P.S. 775
7. Pol. 705
8. 20 U.S.C. 7973
9. 24 P.S. 510.2
10. 24 P.S. 1303-A
11. Pol. 805.1
12. 22 PA Code 10.2
13. 22 PA Code 10.22
14. 24 P.S. 1302.1-A
15. 28 CFR 35.136
16. 43 P.S. 953
17. Pol. 718
- 20 U.S.C. 7971 et seq
- 28 CFR Part 35

904-Attach.doc (39 KB)



Book	Policy Manual
Section	900 Community
Title	Citizen Advisory Committees
Code	905
Status	First Reading

### **Purpose**

Citizen advisory committees **can be** useful in keeping the Board and administration informed with regard to community opinion and in representing the community in the study of specific **school-district issues**.

**An advisory committee shall consist of at least one (1) Board member, interested community residents, and district administrators when appropriate.**

### **Authority**

**When creating an advisory committee, the Board shall:**

- 1. Define the committee's assignment.**
- 2. Appoint a Chairperson and a recording secretary.**
- 3. Appoint residents who are interested and can make some special contribution to the committee's function.**
- 4. Approve appointment of residents, staff members and/or students recommended by the Superintendent.**
- 5. Seek the widest range of community interest and backgrounds.**

**Recommendations of advisory committees shall not reduce the responsibility of the Board, which shall be free to accept or reject the recommendations.**

**Meetings of an advisory committee are not regular meetings of the Board and shall be open to the public only upon invitation of the committee.**

Legal 24 P.S. 510



Book	Policy Manual
Section	900 Community
Title	Public Complaint Procedures
Code	906
Status	First Reading

### **Purpose**

**The Board welcomes inquiries, suggestions, and constructive criticism from parents/guardians, district residents or community groups regarding the district's programs, personnel, operations and facilities. The Board adopts this policy to establish procedures for seeking appropriate resolution to complaints.**

### **Authority**

**The Board encourages parents/guardians, district residents or community groups who have general complaints about Board policy and district procedures, district programs, personnel, operations and facilities to follow the general complaint procedure established in this policy.**

**The Board directs parents/guardians, other individuals and organizations alleging violations of law in the district's administration of federally-funded programs to submit complaints in accordance with the separate federal program complaint procedure established in this policy.**  
**[1]**

**The Board shall ensure that this policy is posted on the district's publicly accessible website in accordance with law.****[2]**

### **Delegation of Responsibility**

**The district shall annually notify parents/guardians, employees and the public of this policy and established complaint procedures via the district website, newsletters, posted notices and/or other efficient communication methods.**

### **Guidelines**

#### **General Complaint Procedure**

**It is the intent of the Board that complaints, concerns and suggestions be addressed and/or resolved at the lowest appropriate level.**

**At all levels of this procedure, district employees shall make a determination as to whether the complaint should proceed as outlined in this policy or if the complaint should be submitted through a specialized complaint process addressed in a separate Board policy, district procedure or administrative regulation that is directly related to the nature of the complaint.**

**General complaints about Board policy and district procedures, programs, personnel, operations and facilities shall begin with an informal, direct discussion between the complainant and district employee who is most directly involved.**

**The employee shall attempt to provide a reasonable explanation or take appropriate action within the employee's authority. The employee shall report the matter and the resolution to the building principal or immediate supervisor.**

**When an informal discussion fails to resolve the complaint, the following procedure shall be used.**

**First Level - If a satisfactory resolution is not achieved by discussion with the employee, the complainant shall submit a written complaint to the building principal or designee and a conference shall be scheduled with the complainant. The written complaint shall include the contact information of the person or group filing the complaint, the specific nature of the complaint, a brief statement of relevant facts, how the complainant has been affected adversely, and the action requested. The building principal or designee shall provide a written response to the complainant.**

**Second Level - If a satisfactory resolution is not achieved through a conference with the building principal or designee, the complaint shall be referred to the Superintendent or designee. The Superintendent or designee shall review the complaint and may schedule a conference with the complainant. The Superintendent or designee shall provide a written response to the complainant.**

**Third Level - If a satisfactory resolution is not achieved through referral to the Superintendent or designee or if resolution of the complaint is beyond his/her authority and requires Board action, the Superintendent or designee shall refer the complaint to the Board.**

**The Board, after reviewing all information relative to the complaint, shall provide the complainant with its written response. The Board may, at its discretion, grant a hearing before the Board or a committee of the Board. If a hearing is granted, the complainant shall be advised of the Board's response, in writing, no more than thirty (30) days following the hearing.**

**Any requests, suggestions or complaints first directed to individual Board members and/or the Board shall be referred to the Superintendent for consideration, investigation and action. If further action is warranted, based on the initial investigation, such action shall be in accordance with the procedures outlined above.**

### **Complaint Procedure for Federal Programs**

**Complaints alleging violations of law in the district's administration of federally-funded programs shall be processed in accordance with the following procedure.[\[1\]](#)**

**The complainant shall submit a written, signed statement to the district's administration office that includes:**

- 1. Contact information of the individual or organization filing the complaint.**
- 2. Alleged federal program violation.**
- 3. Facts supporting the alleged violation.**
- 4. Supporting documentation, such as information on discussions, correspondence or meetings with district staff regarding the complaint.**

**District staff shall forward complaints to the district administrator responsible for federal programs, who will notify the Superintendent and acknowledge receipt of the complaint in writing.**



**The district administrator responsible for federal programs shall conduct an independent investigation, which may include, but not be limited to:**

- 1. On-site visit to the building that is the subject of the complaint.**
- 2. Opportunity to present evidence by all individuals and/or organizations involved.**
- 3. Opportunity for participants to ask questions of each other and witnesses.**

**When the investigation is completed, the district administrator responsible for federal programs shall prepare a written report with a recommendation for resolving the complaint.**

**The report shall include:**

- 1. Name of the individual or organization filing the complaint.**
- 2. Nature of the complaint.**
- 3. Summary of the investigation.**
- 4. Recommended resolution.**
- 5. Reasons for the recommended resolution.**

**The district administrator responsible for federal programs shall submit the written report to the Superintendent, who will determine whether further investigation is required and/or the district's final response.**

**All individuals and/or organizations making the complaint or that are the subject of the complaint shall be notified of the resolution of the complaint by the Superintendent or designee.**

**The district administrator responsible for federal programs shall ensure that the resolution of the complaint is implemented.**

**The time period between receipt and resolution of a complaint shall not exceed sixty (60) calendar days, unless circumstances require additional time.**

**The complainant may appeal the final resolution to the Pennsylvania Department of Education.**

**Division Chief  
Division of Federal Programs  
PA Department of Education  
333 Market Street  
Harrisburg, PA 17126-0333**



Legal

1. 20 U.S.C. 7844

2. 24 P.S. 510.2

24 P.S. 510

Pol. 103

Pol. 103.1

Pol. 104

Pol. 105.1

Pol. 108

Pol. 109

Pol. 116

Pol. 127

Pol. 137

Pol. 150

Pol. 202

Pol. 206

Pol. 247

Pol. 249

Pol. 251

Pol. 252

Pol. 255

Pol. 610

Pol. 621

Pol. 626

Pol. 718

Pol. 801

Pol. 808

Pol. 815

Pol. 824

Pol. 827

Pol. 828



Book	Policy Manual
Section	900 Community
Title	District Visitors
Code	907
Status	First Reading

### Authority

The Board welcomes and encourages **interest in district educational programs and other ~~school~~ district-related activities. The Board recognizes that such interest may result in visits to ~~school~~ the district by parents/guardians, **adult residents**, educators and other officials. To ensure order in the ~~schools~~ buildings and to protect students and employees, it is necessary for the Board to establish policy governing ~~school~~ district visits.**[\[1\]](#)

### Delegation of Responsibility

The Superintendent or designee **and** building principal have the authority to prohibit the entry of any **individual** to a district ~~school~~ building, in accordance with **Board guidelines and state and federal law and regulations.**

**The Superintendent or designee and building principal may limit visitors to designated areas or may limit the number of visitors to a district ~~school~~ building when necessary to protect the health and safety of students, staff and the public.**

**The Superintendent or designee shall develop administrative regulations to implement this policy and control access to ~~school~~ district buildings and ~~school~~ district classrooms.**

### Guidelines

**Persons wishing to visit a ~~school~~ district building should make arrangements in advance with the ~~school~~ office in that building.**

**Upon arrival at the ~~school~~ building, visitors must register at the office where they must provide any required information or identification to protect the health and safety of students, staff and the ~~school~~ district community, as well as sign in and sign out, receive a badge, receive instructions, and be informed of the ~~school~~ district's health and safety rules, which must be followed prior to entry and while the visitor is in the ~~school~~ building and on ~~school~~ district property.**[\[2\]](#)

**Only one (1) designated entrance that is monitored and capable of controlling visitor entry shall be used by visitors to the ~~school~~ building. All other entrances shall be locked.**[\[3\]](#)

**All staff members shall be responsible for requiring a visitor demonstrate that the visitor has a visitor's badge and has registered at the ~~school~~ building office and received authorization to be present for the purpose of conducting business.**

No visitor may confer with a student in ~~school~~ the building without the approval of the building principal.

Should an emergency require that a student be called to the ~~school~~ building office to meet a visitor, the building principal or designee shall be present during the meeting.

Failure to comply with this policy shall result in more limited access to the ~~school~~ building as determined by the building principal, consistent with Board policies, administrative regulations, ~~school~~ district rules and federal and state law and regulations.

#### Classroom Visitations

Parents/Guardians may request to visit their child's classroom, but the request must be made prior to the visit, in accordance with established administrative regulations.[\[1\]](#)[\[4\]](#)

The building principal or program supervisor must grant prior approval for the visit, and shall notify the classroom teacher prior to the visit.

Parents/Guardians shall be limited to one (1) class period per month, per child in the ~~school~~ building for classroom visitations, in order to minimize disruption of the classroom schedule and the educational program. Parental participation in classroom activities or programs such as room parents, back-to-school events, and chaperones for field trips shall not constitute a classroom visit for purposes of this policy.

The building principal or program supervisor and classroom teacher have the authority to ask a visitor to leave if the visitor disrupts the classroom routine, educational program or daily schedule, or if a visitor violates Board policy. Failure to leave when asked or repeated, documented disruptions may result in loss of classroom visitation privileges.

Under exceptional circumstances and upon request of the building principal, program supervisor, classroom teacher or parent/guardian, the Superintendent may authorize additional or longer classroom visits by a parent/guardian.

#### Military Personnel

Members of the active and retired Armed Forces, including the National Guard and Reserves, shall be permitted to:[\[5\]](#)[\[6\]](#)

1. Visit and meet with district employees and students when such visit is in compliance with Board policy and district procedures.
2. Wear official military uniforms while on district property.

#### Legal

1. 24 P.S. 510
2. Pol. 705
3. Pol. 709
4. 22 PA Code 14.108
5. 24 P.S. 2402 (Military Uniform)
6. Pol. 250



Book	Policy Manual
Section	900 Community
Title	Relations With Parents/Guardians
Code	908
Status	First Reading

### **Purpose**

The Board believes that the education of students is a joint responsibility **that** is shared by the parents/**guardians**. To ensure that the best interests of **each student** are served in **the educational** process, a strong program of communication **and cooperation** between home and school must be maintained, **and parental involvement encouraged**.**[1][2]**

### **Authority**

The Board feels that it is the parents/**guardians** who have the ultimate responsibility for their children's behavior in school, **including the behavior of students who have reached the legal age of majority but are, for all practical purposes, under parental authority**.**[3]**

### **Delegation of Responsibility**

During school hours, the Board acts in loco parentis or in place of the parents/**guardians**, through its designated administrators.**[4]**

### **Guidelines**

**Parents/Guardians are requested to keep ~~the school~~ district staff apprised of changes in the home situation that may affect a student's conduct or performance.**

The Board directs that the following activities be implemented to encourage parent-school cooperation:

1. Parent-teacher conferences to permit two-way communication between home and school.**[5]**
2. Open houses in district ~~schools~~ buildings to provide parents/**guardians** the opportunity to see the ~~school~~ district facilities, meet the faculty, and **witness ~~school~~ district programs**.
3. Meetings of parents/**guardians** and staff members to explain and discuss matters of general interest.
4. Meetings of staff members and groups of parents/**guardians** of students having special abilities, disabilities, needs, or problems.
5. Special events of a cultural, ethnic or topical nature **that** are initiated by parent groups; involve the cooperative effort of students, **staff and parents/guardians**; and are of general interest to the ~~schools~~ district or community.

**The Board believes that parents/guardians have a responsibility to support and encourage their child's career in school through the following actions:**

- 1. Require that students comply with district policies and school rules and regulations and accept responsibility for their behavior.**
- 2. Send students to school with proper attention to their health, personal cleanliness and dress.**
- 3. Maintain an active interest in the student's daily work and provide appropriate supervision for completion of assigned homework.**
- 4. Read, sign and return promptly all communications from school, when requested.**
- 5. Attend conferences for the exchange of information on the student's progress in school.  
[5]**
- 6. Participate in ~~school~~ district activities and special functions.**

Legal

1. Pol. 917
2. Pol. 918
3. Pol. 235
4. 24 P.S. 1317
5. Pol. 212



Book	Policy Manual
Section	900 Community
Title	Municipal Government Relations
Code	909
Status	First Reading

### **Purpose**

It is the policy of the Board that **school district** officials and municipal officials maintain a close and harmonious association. Such liaison is requisite for dealing with **school district**/community **concerns** and **issues** in a satisfactory manner **while** assuring prudent expenditure of tax dollars.

### **Authority**

**The Board recognizes that its authority derives directly from the General Assembly, but it also is aware that the municipality and the **school** district must work together for the welfare of the residents.**[\[1\]](#)

The Board, as an independent body, has no statutory relationship to other local governmental bodies. However, **the Board may cooperate with local government units and other appropriate organizations in matters that affect district responsibilities. Such organizations may include, but not be limited to, health agencies, public libraries, museums, police and fire departments, township supervisors, borough council, planning commissions and the courts.**

**In matters affecting the budgets of such agencies, the Board shall neither seek special consideration nor assume costs that properly fall outside its jurisdiction, except as prescribed by law.**

**The Board advocates joint expenditures of district and municipal or county funds to provide facilities from which the entire community may derive benefits. In accordance with this policy, the Board may, as either opportunity or need arises, and as it is entitled to do by law, enter into joint action agreements with the local municipal governing body in acquiring or leasing, improving, equipping, operating or maintaining such jointly used facilities.**[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

### **Delegation of Responsibility**

**The Superintendent and each local police department that has jurisdiction over **school district** property shall enter into, and update on a biennial basis, a memorandum of understanding which shall be developed and executed in accordance with state law and regulations.**[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

**To maintain cooperation with the municipality for fiscal and facilities planning, the Superintendent or designee will meet periodically with municipal officials to discuss issues of common interest.**

Legal

1. PA Const. Art. III Sec. 14
  2. 24 P.S. 502
  3. 24 P.S. 521
  4. 24 P.S. 706
  5. 24 P.S. 775
  6. 24 P.S. 790
  7. 22 PA Code 10.11
  8. 24 P.S. 1302.1-A
  9. 24 P.S. 1303-A
  10. Pol. 805.1
- 22 PA Code 10.24
- 35 Pa. C.S.A. 7701
- Pol. 613
- Pol. 805



Book	Policy Manual
Section	900 Community
Title	Community Engagement
Code	910
Status	First Reading

### **Purpose**

**The purpose of community engagement is to create a collaborative environment in which students, parents/guardians, families, residents, businesses, and community organizations are encouraged and invited to be involved stakeholders in the school community. Such engagement strengthens broad-based community support for the ~~school~~ district's mission, goals, operations and educational programs.**

### **Definition**

**Community engagement is defined as an ongoing collaborative process in which the ~~school~~ district works with the public to build understanding, guidance, and active support for the education of students in the community.**

### **Authority**

**The Board endorses the concept that community engagement is essential for the ~~school~~ district and the community to maintain mutual understanding, respect and trust, and to work together to improve the quality of education for district students. The Board intends, through this two-way communication, to identify the community's concerns, needs and suggestions, and to be responsive to the community through the Board's actions.**

**The Board also recognizes that the public offers resources of training and experience useful to the ~~schools~~ district. The quality of the district's operations and programs can be strengthened when these resources are used in an advisory capacity.**

**The Board, with assistance from the administration, shall determine the appropriate strategy when utilizing the community engagement process.**

**The Board, in consultation with the Superintendent, shall identify a team of individuals who will be responsible for developing, implementing and delivering a community engagement program.**

**After the community engagement process is concluded, the Board shall make the final decision regarding an issue.**

**The Board shall annually assess the effectiveness of the community engagement program.**

### **Delegation of Responsibility**



**The Board directs the administration to develop and implement a planned program of community engagement that regularly provides opportunities for students, parents/guardians, families, residents, businesses and community organizations to participate in dialogue and decision-making related to district-wide and school-based issues.**

**The administration shall develop and use varied, effective communication methods to ensure that all community members receive information about district and school programs and the available opportunities to become actively involved.**

### **Guidelines**

**Students, parents/guardians and community members must submit to the Superintendent's office any communications and questions addressed to the Board.**

**The Board and administration shall give substantial weight to the input received from the community. When evaluating the community's suggestions, the Board and administration will consider the impact on the district's goals, operations, educational programs, and financial resources. Recommendations made by the community shall not reduce the authority or responsibility of the Board, which may accept or reject such recommendations.**

**The district shall communicate to the community the Board's decision and its rationale regarding an issue involving community engagement.**



Book	Policy Manual
Section	900 Community
Title	News Media Relations
Code	911
Status	First Reading

### **Purpose**

Representatives of the local press, radio and TV are an important link in communications between **school district** and community. Maintenance of good working relationships with media representatives is essential to meeting the objectives of the **school district**-community relations program.

### **Authority**

The Board shall have final approval for all **procedures regarding** relations between the news media and the district.

**The Board reserves the right to negotiate for radio broadcasting, televising, filming, or sound recording of any **school district** event by an outside agency. These rights, if sold, shall be contracted under conditions that bring the most favorable terms to the **school** district.**

### **Delegation of Responsibility**

**The chief communications representative for the Board shall be the Superintendent.**

**The communications representative shall be responsible to:**

- 1. Be readily available to media representatives.**
- 2. Keep media representatives informed of all aspects of the **school** district so that reporting will be done on the basis of a complete and valid overview.**
- 3. Submit and suggest feature stories or articles of interest or relevance.**
- 4. Assist district staff with media relations.**
- 5. Assist various **school district**-related groups in their relations with the news media.**
- 6. Assist the Board in preparing regular and special publications for the public.**

### **Guidelines**

**Staff members shall not give **school district** information or interviews requested by news media representatives without prior approval of the district's communications representative.**

**Submission of photographs to news media and permission for news media representatives to photograph district subjects, personnel, or students shall be authorized by the**

**communications representative and the individuals involved or their parents/guardians.**

**Photographs of a controversial nature, or that are questionable with regard to individual rights of privacy, shall not be sanctioned.**

Legal

24 P.S. 510



Book	Policy Manual
Section	900 Community
Title	Relations With Educational Institutions
Code	912
Status	First Reading

### **Authority**

It is the policy of the Board that lines of communication be maintained by the **school** district with other districts and institutions **that** provide programs, training or services not otherwise available to district **students and with districts whose resident students are enrolled in programs of this district.**

### **Delegation of Responsibility**

**Maintaining cooperative and constructive relationships with other educational institutions shall be the responsibility of the Superintendent or designee, who will establish administrative regulations that enable the district to do so.**

Legal	24 P.S. 1332
	24 P.S. 1354
	Pol. 216
	Pol. 307

**Octorara Area School District**  
**Request for Establishment of Activity Club Form**

1. NAME (PROPOSED) OF ORGANIZATION: Dance Club
2. PURPOSE OR OBJECTIVE: Describe why this organization is being formed. Many students have expressed interest in a club in which they can come together to dance, perform and possibly compete in competitions.
3. BENEFIT: How will the students/district will benefit from the establishment of this organization? More students will have the opportunity to be part of a group at school. Students have expressed disappointment in not being involved unless they are an athlete or in band. Dance Club will enable more students to "belong" to a school club.
4. ELIGIBILITY OF STUDENTS: Are students required to meet certain eligibility requirements before participating in this organization? If so, please indicate those requirements. Students need to maintain the same grade standards as the athletes and band members. (2 failing grades = ineligible).
5. LEADERSHIP:  
Who will be the club advisor Kelly Holub  
How will this activity be organized, how it will be run, are the officers elected or appointed, etc. Paige Linnebaugh will be appointed as dance captain. Paige has been a life long dancer + performer with an outstanding resume of experience in her years @ Octorara.
6. FUND RAISING: resume of experience in her years @ Octorara.  
a. Will this organization raise funds? YES possibly NO  
b. If yes, briefly describe typical fund-raising activities. Performing for donations.
7. USE OF FUNDS: Describe how funds raised will be used to benefit the students or the district. Purchasing group t-shirts and/or ~~costs~~ uniforms/costumes.
8. FINANCIAL DEPENDENCE: Will this organization require any financial assistance from the General Fund?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, briefly describe the assistance needed and the whether it is a continuing year-to-year need: If competitions and/or performance opportunities require a fee, financial assistance may be requested.

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

Date Submitted

4/27

Submitted by:

Kelly Holub

Please Print:

Kelly Holub

Principal Approval:

[Signature]

Superintendent Approval:

[Signature]