

Book	Policy Manual
Section	300 Employees
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Legal	1. 24 P.S. 1850.1 2. Pol. 104 3. 24 P.S. 1804 4. 22 PA Code 49.163 5. 24 P.S. 111 6. 23 Pa. C.S.A. 6344 7. 24 P.S. 111.1 24 P.S. 108 24 P.S. 1418 22 PA Code 8.1 et seq 22 PA Code 49.171 28 PA Code 23.43 28 PA Code 23.44 28 PA Code 23.45 18 Pa. C.S.A. 9125 23 Pa. C.S.A. 6301 et seq 42 U.S.C. 12101 et seq
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Purpose

The **Joint** Operating Committee places the primary responsibility and authority for the administration of the school in the Director. Therefore, selection of an Director is critical to the effective **leadership and** management of the school.[\[1\]](#)

Authority

When the position of Director **becomes** vacant, the **Joint** Operating Committee shall elect an Director by a majority vote of all members of the **Joint** Operating Committee and shall **set** the **compensation** and term of office.[\[1\]](#)

Guidelines

Recruitment and Assessment of Candidates

The **Joint** Operating Committee **shall** actively seek candidates **who meet the qualifications** for the position of Director. It may be aided in this task by a committee of **Joint** Operating Committee members and/or **the** services of professional consultants.

When undertaking a search to fill the position of Director, recruitment procedures shall be prepared and may include the following:

1. Preparation of a job description for the position, written **in accordance with the requirements of federal and state laws and regulations**.[\[2\]](#)
2. Preparation of written qualifications, in addition to **applicable** state requirements, for all applicants.[\[3\]](#)[\[4\]](#)
3. Preparation of informative materials describing the school, its educational goals **and technical programs and the position of the Director**.
4. Opportunity for **selected** applicants to visit the school **and meet with staff and other designated stakeholders at the Joint Operating Committee's invitation**.

Recruitment, screening and **evaluation** of candidates **shall be conducted** in accordance with **Joint** Operating Committee policy, **Joint Operating Committee established leadership criteria, and** state and federal law.[\[2\]](#)

The Joint Operating Committee shall determine prior to interviewing finalists which expenses associated with such interviews will be reimbursed by the school.

A candidate's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the **Joint** Operating Committee.

Pre-Employment Requirements

The school shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The school may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.[\[7\]](#)

A candidate shall not be employed until **the individual** has complied with the mandatory background check requirements for criminal history and child abuse and the school has evaluated the results of that screening process.[\[5\]](#)[\[6\]](#)

Each candidate shall report, on the designated form, all arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.[\[5\]](#)

An individual shall not be employed as Director unless s/he has signed an employment contract or has been employed by **Joint** Operating Committee resolution, either of which may include:

1. Term for which employment is contracted, including beginning and ending dates.
2. Salary **contracted** and the intervals at which it **will** be paid.[\[1\]](#)
3. Benefits to which the **employee is entitled**.
4. Statement of **mutually** agreeable evaluation procedures.
5. **Procedures for resolving misunderstandings or disagreements.**

After **receiving a conditional offer of employment but prior to beginning employment**, the candidate shall **undergo** medical examinations, **as** required **by law and as the Joint Operating Committee may require**.

Last Modified by Terri Birchard on August 3, 2018