



**Joint Operating Committee
Meeting Agenda**
Thursday, February 25, 2021
8500 Oliver Road, Erie, PA 16509

MEETING NOTICE – This meeting will not be streamed live on YouTube. If you wish to attend virtually, you may register at <https://www.ects.org/joc/> - Please use the Request to Speak at the Joint Operating Committee Meeting link and enter N/A in the reason you would like to address the board field.

**Work Session
6:00 p.m.**

EXECUTIVE SESSION – PERSONNEL MATTERS
Chris Coughlin, HRLC Architects – FINAL design presentation

Regular Meeting

1. Call to Order

- a. Moment of Reflection
- b. Pledge of Allegiance
- c. Roll Call

Mahoney, Dinsmore, Bucksbee, Olesnanik, Brink, Rickrode, DiPlacido, Cancilla, Ring, Gilbert, Lee

2. Agenda and Amendments

- d. Section 9(b)(i) - Retirement Motion for Terri L. Birchard, Business Manager, effective March 11, 2021
- e. Section 4(a) Student Accomplishments/Highlights - ECTS Celebrates Career & Technical Education Month
- f. Section 12(b)(i) - Field Trip Request – Drafting and Design; Gannon Chosen Mission; March 26, 2021
- g. Section 9(a) - Administrative Services and Human Resources Board Report – Revised
- h. Section 9(c)(iv) - Hiring Motion for C. Michael Miller on or after February 25, 2021 based on the salary of \$78,500 per year
- i. Section (7)(b)(v) – Resolution authorizing HRLC Architects, LLC to proceed to request bids for the Capital Project
- j. Section (7)(ii) ECTS 2021-2022 Calendar
- k. Section (7)(iii) JOC Declaration to wave NIMS and NOCTI Testing for 2020-21
- l. Section (8)(e)(i) General Fund Invoices Payable – updated
- m. Section (8)(iii) Student Activities Fund Invoices Payable - updated
- n. Motion to accept the Agenda and Amendments section of the Agenda**

3. Meeting Minutes

- a. Motion to accept the minutes of the January 28, 2021 meeting as presented**

2/25/2021 1:03 PM

4. **Student Accomplishments/Highlights**

- a. ECTS Celebrates Career & Technical Education Month

5. **Guest and Public Comment – Items Related to the Agenda**

6. **Important Items Coming to ECTS**

7. **Operations**

a. New Business

- i. Procedure 126 discussion – deferring until March 25, 2021 Meeting.
- ii. Motion to approve the ECTS 2021-2022 Calendar
- iii. Motion to make a “declaration” of waving the 2020-21 NIMS and NOCTI Testing accountability due to COVID-19 implications and the results of the utilization of the hybrid schedule of in-person and virtual on-line instruction utilization the A/B Day schedule.

b. Old Business

- i. PENNDOT – Roundabout (fully executed) Property Resolution
- ii. Summit Township Sewer Authority – Easement Resolution
- iii. General NPDES Permit for Stormwater Discharges
- iv. Renovation – Reduced Project Cost Resolution
- v. Renovation – Resolution authorizing HRLC Architects, LLC to proceed to request bids for the Capital Project
- vi. Motion to ratify the Articulation Agreement between Douglas Education Center and the Erie County Technical School for the Cosmetology Program
- vii. Motion to ratify the Articulation Agreements between Northern Pennsylvania Regional College and the Erie County Technical School for the Early Childhood Education Program
- viii. Motion to ratify the Articulation Agreements between Douglass Education Center and the Erie County Technical School for the Health Assistant Program
- ix. Motion to make a “declaration” of waving the 2020-21 NIMS and NOCTI Testing accountability due to the COVID-19 implications and the results of the utilization of the hybrid schedule of in-person and virtual on-line instruction utilizing the A/B Day schedule
- i. Motion to advance Board Policy Revisions as noted in the attached policies and Table of Content below -

000 Local Joint Operating Committee Procedures

006.1 Vol II 2020 Attendance at Meetings Via Electronic Communications 2nd Read

Not Active
Policy

100 Programs

103 Vol II 2020 Discrimination/Title IX Sexual Harassment Affecting Students 1st Read

2/25/2021 1:03 PM

103.1 Vol V 2018	Nondiscrimination - Qualified Students with Disabilities	1st Read	
111 Vol V 2020	Lesson Plans	1st Read	
113.1	Discipline of Students with Disabilities	1st Read	
113.2 Vol VI			
2020	Behavior Support	1st Read	
113.3 Vol VI			
2020	Confidentiality of Special Education Student Information	1st Read	
115	Cooperative Education	1st Read	Not Active Policy
122 Vol VI			
2020	Extracurricular Activities	1st Read	
200 Pupils			
218.3 VII 2020	Discipline of Student Convicted/Adjudicated of Sexual Assault	1st Read	Not Active Policy
220 PSBA Policy	Guide Student Expression/Distribution and Posting of Materials	1st Read	
221	Copy of Dress and Grooming	2nd Read	
222 Vol I 2020	Tobacco and Vaping Products	2nd Read	
222 Vol V 2018	Tobacco/Nicotine	RETIRE	
246	School Wellness	RETIRE	
246 Vol IV			
2018	School Wellness	RETIRE	
247 Vol V 2018	Hazing	1st Read	
249 Vol V 2018	Bullying/Cyberbullying	1st Read	
252 Vol VII			
2020	Dating Violence	1st Read	
300 Employees			
309.1 Vol V 2020	Telework	1st Read	Not Active Policy
318 Vol V 2020	Attendance and Tardiness	1st Read	
323 Vol I 2020	Tobacco and Vaping Products	1st Read	
331 Vol V 2020	Job Related Expenses	1st Read	
332 Vol V 2020	Working Periods	1st Read	
334 Vol V 2020	Sick Leave	1st Read	
335 Vol II 2020	Family and Medical Leaves	1st Read	
340 Vol V 2020	Responsibility for Student Welfare	1st Read	
600 Finances			
626	Procurement Procedure Attachment Vol V 2018	RETIRE	
626 Vol II 2020	Federal Fiscal Compliance	1st Read	
Cross Reference 600 Finances		1st Read	

700 Property

701	Facilities Planning	2nd Read
701.1	Land Utilization	2nd Read
702	Gifts, Grants, Donations	2nd Read
703	Sanitary Management	2nd Read
704 New	Maintenance	2nd Read
705	Facilities and Workplace Safety	RETIRE
705 Vol V 2020	Facilities and Workplace Safety	1st Read
705.1	Safety Advisory Committee	RETIRE
706	Property Records	1st Read
706.1	Disposition of Surplus Equipment and Supplies	RETIRE
707	Use of School Facilities	RETIRE
707 Vol I 2020	Use of Center (School) Facilities	2nd Read
708	Lending of Equipment and Books	1st Read
709	Building Security	1st Read
710	Use of Facilities by Staff	2nd Read
712	Use of School Vehicles by Staff	RETIRE
715	Faxing of Documents	RETIRE
718	Service Animals in School	1 st Read
		Reviewed
700 Property Cross Reference		2/11/21

**800
Operations**

800 New	Records Management	2nd Read	Not Active Policy
801	Public Records	2nd Read	
803 Vol V 2020	School Calendar	2nd Read	
804	School Day	2nd Read	
805 New	Emergency Preparedness and Response/Safe2Safe	2nd Read	
805.1 New	Relations with Law Enforcement Agencies	2nd Read	Not Active Policy
805.2 New	School Security Personnel	2nd Read	Not Active Policy
806	Child Abuse	2nd Read	
807	Opening Exercises/Flag Displays	1st Read	
808	Food Services	Retire	
808.1	Student Meal Charge Accounts	Retire	
810	Transportation	Retire	
810.1 New	School Bus Drivers and School Commercial Motor Vehicle Drivers	Retire	
810.1 Vol I2020	School Bus Drivers and School Commercial Motor Vehicle Drivers	Retire	
810.2 New	Transportation - Video/Audio Recording	Retire	
810.3 New	School Vehicle Drivers	1st Read	Not Active

				Policy
	811	Bonding	1st Read	
	812	Property Insurance	1st Read	
	813	Other Insurance	1st Read	
	814	Copyright Material	1st Read	
	815	Acceptable Use of Internet, Computers and Network Resources	1st Read	
	815.1	Third party remote access	Retire	
	818	Contracted Services Personnel	1st Read	
819 New		Suicide Awareness, Prevention and Response	1st Read	
		Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation	Reviewed	
	822	(CPR)	1/22/21	
823 New		Naloxone	1st Read	Not Active
			Reviewed	Policy
824 New		Maintaining Professional Adult/Student Boundaries	1/22/21	Not Active
827 New		Conflict of Interest	1st Read	Policy
828 New		Fraud	1st Read	Not Active
				Policy
	830	Breach of Computerized Personal Information	1st Read	Not Active
			Reviewed	Policy
	800	Cross Reference	1/13/21	Not Active
				Policy
900				
Community				
904 Vol V 2018		Public Attendance at Center (school) Events	RETIRE	
904 Vol I 2020		Public Attendance at Center (school) Events	RETIRE	
904 Vol V 2020		Public Attendance at Center (school) Events	1st Read	
907 Vol V 2020		Center (school) Visitors	1st Read	
	913	Nonschool Organizations/Groups/Individuals	1st Read	

c. Motion to Approve Operations Section of Agenda

8. Financial Items

- a. Business Manager Report
- b. Treasurer Report
- c. Statement of Activities
 - i. General Fund
 - ii. Capital Projects Fund
 - iii. Student Activities Fund
- d. Checks and Wire Transfers
 - i. General Fund

- ii. Capital Projects Fund
 - iii. Student Activities Fund
- e. Invoice Payable
 - i. General Fund
 - ii. Capital Projects Fund
 - iii. Student Activities Fund
- f. Visa Procurement Card Payment
- g. Approval of additional \$10,000 VISA limit for 2020-2021 year for SkillsUSA/Professional Skills instructor and \$3,000 each for the two CUA instructors
- h. Approval of Director's Expense Reimbursement - N/A
- i. **Motion to Approve Financial Items Section of Agenda**

9. Administrative Services and Human Resources

- a. Administrative Services and Human Resources Report - Revised
- b. Resignations and Retirements
 - i. Motion to accept the retirement request for Terri L. Birchard, Business Manager, effective March 11, 2021
- c. Hiring
 - i. Motion to accept addition of Grounds/Utility Position and job description
 - ii. Motion to ratify the hire of Kristin Weismiller as a Long-Term Substitute Instructional Aide at a rate of \$16.46 per hour effective on or after February 1, 2021
 - iii. Motion to grant regular employment status to Kathy Pagano, a SAA-2, Instructional Aide, effective March 2, 2021, at a rate of \$16.71 per hour
 - iv. Motion to hire C. Michael Miller on or after February 25, 2021 based on the salary of \$78,500 per year
- d. **Motion to Approve Administrative Services and Human Resources Section of Agenda**

10. Reports

- a. Superintendent
- b. Director
- c. Solicitor
 - i. Juul Labs, Inc. Class Action Lawsuit
- d. Principal
- e. **Motion to Approve Reports Section of Agenda**

11. Supplemental Reports and Information

- a. Facilities Report
- b. Technology Report
- c. Instructional Support Services Report
- d. JOC Member Attendance Report

- e. Secondary Program Enrollment Report
- f. Transition Center Enrollment Report
- g. Disabled Population by Program
- h. Disabled Population by District
- i. Business Partnership Coordinator Report
- j. Enrollment and Community Engagement Coordinator Report
- k. Career Planning Coordinator Report

12. Statute-Related Business

- a. Staff Travel>400 Miles
- b. Field Trip Requests
 - i. Drafting and Design; Gannon Chosen Mission; March 26, 2021
- c. Fundraising
- d. Facility Use Requests (for-profit groups only)
- e. Motion to Approve Statute-Related Business

13. Board Action Items

14. Adjournment

15. Reminders

- a. Next meeting is Thursday, March 25, 2021 at 6:00 pm
- b. Statements of Financial Interest are due May 2021.
<https://www.ethicsforms.pa.gov/forms/websfi> - Online Filing

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 25, 2021

SUBJECT: Retirement-Terri Birchard

CATEGORY: Operations: Policy: Information: Personnel: X

INITIATED BY: Cat Doty, Administrative Services/Human Resources
Coordinator

DESCRIPTION:

Terri Birchard, has expressed her intent to retire. Her last date of employment will be March 11, 2021(see attached letter).

RECOMMENDATION:

Motion to accept the retirement request of Terri Birchard with her last day of work being March 11, 2021.

February 24, 2021

Dr. H. Fred Walker, Director
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Retirement request effective March 11, 2021

Dear Dr. Walker,

After more than six and one-half years of administrative service to the staff and community serving as the Business Manager at Erie County Technical School, I am submitting my request for retirement effective March 11, 2021, with my last day of work being Wednesday, March 10, 2021.

The experiences I have had and many friendships I have made during my years at the ECTS have enriched my life and will remain with me forever. I thank everyone at ECTS for allowing me to be a part of these priceless opportunities.

Respectfully,


Terri L. Birchard, CPA



CELEBRATES CAREER & TECHNICAL EDUCATION MONTH

The administration, faculty and staff at the Erie County Technical School would like to thank the businesses and individuals who have provided inspiration, guidance and support for ECTS and our students. With your help, we continue our mission to prepare students for high-demand, high-skill and high-wage careers.



CELEBRATE TODAY
OWN TOMORROW!

ERIE'S CHOICE FOR CAREER &
TECHNICAL EDUCATION FOR
MORE THAN EIGHT YEARS!

8500 Oliver Road | Erie, PA 16509
(814) 464 - 8600 | ects.org

Erie County Technical School is an equal
opportunity educational institution.

COOPERATIVE EDUCATION EMPLOYERS

Ambassador Inn & Suites
Arby's
Auto Zone
Barracks Tavern
Bates Collision
Bianchi Honda
Brevillier Village
Brewery at Union Station
Burger King
Champion Ford
Cheddar's
Erie Weld Products, Inc.
Erie Yacht Club

Fairview Legion
Fralo Industries
Great Lakes Construction
Kelley Farms
KMD Technologies
Knorr Electric
Lakelands Restaurant
Laughlin Collision
LECOM
Main Street Cakery Café
Manzi Services
McCarty Printing

McDonald's
Mercyhurst University
Northwestern School District
O'Brien Construction
Portraits By Brooke
Precision Alignment & Brakes
Quality Plastics
Reliant Management Inc.
RGS Products Inc.
Ridge-U-Rack
Scott Enterprises
Sheetz

Special Touch Landscaping
Taco Bell
Terella Drywall
The Buzz of UC Café
Tool All
Trux
UPMC Hamot
Valerio's
Walker Brothers Buick/Chevrolet
Wegman's
Wettekin Electric
WLD Ranch
Zeyon

OCCUPATIONAL ADVISORY COMMITTEE

A Child's World Day Care Center Inc.
Adecco
Advanced Welding Technologies
Aldi
Altman-Hall Associates
Ambassador Conference Center
Ambridge Rose
American Tinning & Galvanizing
American Turned Products
API Auto
Arrow Electric
Art's Bakery
Auto Zone
Automated Industrial Systems
Bayfront Convention Center
Bayfront Maritime Center
Best Foot Forward Advertising
Bianchi Honda
Bonnell's Collision Center
Bonnell's Rod Shop
Builder's Association of NW PA
Building Systems Incorporated
C&T Electric
Career Concepts
Career Line Training Center
Celeros
Champion Ford
Charter Foods North LLC.
Chautauqua Institution
Chernichky Electric
Church and Murdock Electric
CJ Industries
CMI Energy, LLC
CMIT Solutions of Erie
Complete Body Works
Contine Corporation
Corry Career & Technical Center
Corry School District
Courtyard by Marriott
Crawford County Technical Center
Creative Imprint Systems
Custom Engineering Inc.
CW Construction
Daniel J. Smith Photography LLC
Danielle's Designs-Kitchen and Bath
Disabled Veteran Solutions
Drumm & O'Harah Tool
Ear, Nose & Throat Specialists
Early Connections
Early Learning Resource Center
Early Learning University
ECTS Joint Operating Committee
Edinboro University of PA
Electronic Communication Services

Erie County Department of Health
Erie High School
Erie Institute of Technology (EIT)
Erie Insurance Group
Erie Plating Company
Erie School District
Erie's First Assembly of God
Eriez Manufacturing
European Wax Center
Expressions Salon & Spa
Fastsigns-Erie
Federal Resources Corporation
Ferrando Ford
First Energy Corporation
Five Star International
Fort LeBoeuf School District
Fortis Institute
Gannon University
Gary Miller Chrysler Plymouth
GE Transportation Systems
Giant Eagle
Girard School District
Gordon Food Service Store
Greenman-Pedersen, Inc.
H & H Machined Products
H.F. Lenz Company
Hallgren, Restifo, Loop Architects
Hilton Garden Inn
Home Kitchen Caterers
Hovis Auto & Truck Supply
Hytech Tool & Design
IBEW Local #56
Interstate Mitsubishi
J3 Competition Inc.
James B. Schwab Company
JC Penney Styling Salon
Johnny B's Restaurant
Kane Innovations
Kelly Services
KinderCare Learning Centers
KMD Technology Solutions
KML Carpenters
Knepper Press
Krispy Kreme
Lake City Paint, Inc.
Lake Shore Country Club
Larson Texts
Laurel Technical Institute
Lechner and Benson Advertising/
Design
Local 12 Training Center
LORD Corporation
M&T Bank
MacDonald, Illig, Jones & Britton LLP

Machining Concepts
Mark's Tire & Auto Service, Inc.
Massage Envy
Matrix Tool
Mazza Winery
MC Sign Company
McDowell Intermediate
MCPc Inc.
McShane Welding
Mechanical Contractor Assoc.
Mercer County Career Center
Mercyhurst Child Learning Center
Mercyhurst University
Metalheads
Micro Mold Company
Mill Run Collision Service
Millcreek Township
MiScuzzi Ristorante
Modern Industries
Modular Engineering Co.
Moree Advertising
Mosko Construction
MSC Industrial Supply
Myrick Computer Services
NCI
NW Tri County Intermediate Unit #5
Paragon Print Systems
Paris Auto Repair
Parker Hannifin
Penelec
Penn Erie - The Plastek Group
Penn State Erie, The Behrend College
Perseo Erie, Inc.
PHB Corporation
PHB Inc., Machining Div.
Pittsburgh Plumbers Local Union #27
Plastikos, Inc.
Port Erie Plastics
Power Systems Institute
PPG Industries, Inc.
Presque Isle Downs & Casino
Printing Concepts
PSB Industries
Rabe Environmental Services
RAMP Program
RE Johnson Electric, Inc.
Recap Mason Jars
Reddog Industries
Regional Career & Technical Center
Reigel Electric
ReJuv Med Spa & Salon
REMAX Real Estate Group
Residence Inn

Rick Weaver Buick
Ridg-U-Rak
Rouse Home
Saint Vincent Child Care Center
Saint Vincent Hospital
Salon Be...
Salon Verde
Salon Zeff
Samtec
Schwab Hospitality Corporation
Scott Electric - Erie
Scott Enterprises
Seneca High School
Senior News
Sheet Metal Workers Local 12
Sheraton Erie Bayfront Hotel
Signal-Tech
SOFCO, Retired
Splash Lagoon
Steamfitters Local Union #449
Studio Hue
Styles by Dianna
Synergy Business Forms, Inc.
TechnipFMC
Techworx
The Behrend College School of
Engineering
The Career Assessment Center, Inc.
The Chautauqua Institution
The Razor's Edge
The Y At Fairview Elementary
Thornton Industries
Topics Salon
Triangle Tech & RCTC Instructor
Tropical Studios Photography & Media
U Pick Harbor House
Ultra Beauty
UPMC Hamot
VA Medical Center
Velocity Network
Venango Technology Center
Visit Erie
Warren County Career Center
Warren County School District
Waterford Elementary School
Webbs Custom Glass Solutions
Welders Supply
Werkbot Studios
Wilkinson Excavating Inc.
WolfyMaster Media
YMCA of Greater Erie
Young Erie Professionals
Zeyon, Inc.



Field Trip Approval Form

Teacher/Advisor: Mariea Sargent Date of Request: 2/16/21

Lab/Class: 2nd & 3rd year Drafting & Design Students

Destination: Gannon - "Chosen Mission" 3638 W 26th St, Erie, PA 16506

Date(s) of Trip: Friday March 26, 2021 Time(s): 12:05 - 2:40

What form of transportation will be used: School Bus

List of chaperones (where applicable): Mariea Sargent & Mary Foulkrod

Measure the building at Chosen Mission in a joint activity with Gannon Educational Rationale: University. They need this warehouse drawn up to make renovations to be able to provide physically disabled people with needed equipment. My students will measure this day & draw in the classroom.

Number of students participating: 29 students & 2 chaperones

Cost to students: None

Cost to ECTS: School Bus - (2) (Attach an itemized description if necessary.)

Where applicable please attach itinerary.

Principal's Signature: Joseph Tarsanville

Date: 2/22/21

Applicant's Signature: Mariea Sargent

Date: 2/16/21

Board Approval Date: _____

All Erie County Technical School Field Trips Must Adhere to Operating Committee Policy #231

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 22, 2021

SUBJECT: Construction Trades Instructor

CATEGORY: **Operations:** **Policy:** **Information:** **Personnel: X**

INITIATED BY: Cat Doty, Administrative Services/HR Coordinator

DESCRIPTION:

The Erie County Technical School Administration recommends hiring C. Michael Miller as the Information Systems & Technology Manager at an annual salary of \$78,500 plus benefits consistent with PA ACT 93 effective on or after February 25, 2021.

The following notable points are offered regarding Mr. Miller:

- Mr. Miller has over 20 years of working experience in the technology field.
- Mr. Miller served the Fortis Institute as Director of Information Technology where he:
 - ✓ Managed a 600-node student network and a 100-node administration network.
 - ✓ Managed the help desk.
- Designed and implemented:
 - ✓ 5-year strategic technology improvement plan.
 - ✓ Campus-wide WAN infrastructure upgrade.
 - ✓ High speed wireless connectivity plan.
- Mr. Miller served the Northwestern School as the District Computer Services Manager where he:
 - ✓ Assembled school wide Microsoft Windows personal computers.
 - ✓ Routine maintenance of network servers.
- Mr. Miller currently serves as our Computer Networking Technology Instructor.
- Mr. Miller is a distinguished faculty leader of our Professional Learning Community.
- Mr. Miller is a Co-Advisor to our SkillsUSA Student Organization.
- Mr. Miller holds the following credentials:
 - ✓ MS Degree Instructional Technology.
 - ✓ BS in Information Technology.
 - ✓ BS Education Network Systems and Technology 7-12 Cert

RECOMMENDATION:

Motion to hire C. Michael Miller on or after February 25, 2021 based on the salary of \$78,500 per year.

ERIE COUNTY TECHNICAL SCHOOL

RESOLUTION

**RESOLUTION OF THE JOINT OPERATING COMMITTEE
OF THE ERIE COUNTY TECHNICAL AUTHORIZING
HRLC ARCHITECTS, LLC TO PROCEED TO REQUEST
BIDS FOR THE CAPITAL PROJECT.**

WHEREAS, HRLC Architects, LLC have prepared plans and specifications for the Capital Project at the Erie County Technical School; and

WHEREAS, in order for this Capital Project to proceed the acquisition of bids is necessary; and

NOW THEREFORE BE IT RESOLVED by the Joint Operating Committee of the Erie County Technical School, Erie County, Pennsylvania, as follows:

1. The Joint Operating Committee of the Erie County Technical School authorized HRLC Architects LLC to request bids on the Capital Project at the Erie County Technical School pursuant to the plans and specifications.

This Resolution was adopted by the Joint Operating Committee of the Erie County Technical School at a meeting duly convened and held on February 25, 2021 by a vote of _____ to _____.

ERIE COUNTY TECHNICAL SCHOOL

By: _____
Secretary

Erie County Technical School

School Calendar

2021-2022 School Year

August 2021					
M	T	W	Th	F	
2	3	4	5	6	27 & 30 Teacher In Service
9	10	11	12	13	31 First Student Day
16	17	18	19	20	1 Student Days
23	24	25	26	27	3 Teacher Days
30	31				

September 2021					
M	T	W	Th	F	
		1	2	3	
6	7	8	9	10	6 No School-Labor Day
13	14	15	16	17	
20	21	22	23	24	21 Student Days
27	28	29	30		21 Teacher Days

October 2021					
M	T	W	Th	F	
				1	1 Mid-Quarter
4	5	6	7	8	11 Teacher In Service
11	12	13	14	15	Columbus Day
18	19	20	21	22	20 Student Days
25	26	27	28	29	21 Teacher Days

November 2021					
M	T	W	Th	F	
1	2	3	4	5	3 End of First Quarter
8	9	10	11	12	24 - 29 No School
15	16	17	18	19	Thanksgiving
22	23	24	25	26	18 Student Days
29	30				18 Teacher Days

December 2021					
M	T	W	Th	F	
		1	2	3	10 Mid-Quarter
6	7	8	9	10	23-31 No School
13	14	15	16	17	Winter Break
20	21	22	23	24	16 Student Days
27	28	29	30	31	16 Teacher Days

January 2022					
M	T	W	Th	F	
					17 No School
3	4	5	6	7	MLK Day
10	11	12	13	14	21 End of Second Quarter
17	18	19	20	21	20 Student Days
24	25	26	27	28	20 Teacher Days
31					

Snow Make-up Days:				
March 18, 2022				
April 14, 2022				
April 18, 2022				
April 19, 2022				

February 2022					
M	T	W	Th	F	
	1	2	3	4	18 Teacher In Service
7	8	9	10	11	21 No School
14	15	16	17	18	Presidents' Day
21	22	23	24	25	25 Mid-Quarter
28					18 Student Days
					19 Teacher Days

March 2022					
M	T	W	Th	F	
	1	2	3	4	18 No School
7	8	9	10	11	30 End of Third Quarter
14	15	16	17	18	
21	22	23	24	25	22 Student Days
28	29	30	31		22 Teacher Days

April 2022					
M	T	W	Th	F	
				1	14-19 No School
4	5	6	7	8	Spring Break
11	12	13	14	15	
18	19	20	21	22	17 Student Days
25	26	27	28	29	17 Teacher Days

May 2022					
M	T	W	Th	F	
2	3	4	5	6	6 Mid-Quarter
9	10	11	12	13	30 No School
16	17	18	19	20	Memorial Day
23	24	25	26	27	21 Student Days
30	31				21 Teacher Days

June 2022					
M	T	W	Th	F	
		1	2	3	8 Last Student Day
6	7	8	9	10	8 End of Fourth Quarter
13	14	15	16	17	9 Teacher In-Service
20	21	22	23	24	6 Student Days
27	28	29	30		7 Teacher Days

Approved:

Total Days	
180 Total Student Days	
185 Total Teacher Days	

NOTE: ECTS NOCTI Testing

September: Senior Pre-Testing; September 27-30

March: Junior Pre-Testing; March 28-30

April: Senior Post-Testing; April 11-13 (On-Line); April 25-29 (Practical)

NOTE: Preliminary Keystone Exams 2021-2022

Winter Wave 1 = December 1-15, 2021

Winter Wave 2 = January 3-14, 2022

Spring = May 16-27, 2022

Summer = July 25-29, 2022



AGENDA ITEM

MEETING DATE: February 25, 2021

SUBJECT: JOC Declaration of NOCTI and NIMS Testing Waiver due to COVID-19 Implications

SUBMITTED BY: Joe Tarasovitch

DESCRIPTION:

The Erie County Technical School's Educational Leadership Team recommends that the Joint Operating Committee make a "declaration" of waiving the 2020-21 NOCTI and NIMS Testing procedures due to the COVID-19 implications. By making this declaration, the Joint Operating Committee will utilize the authority granted to the committee from Act 136 of 2020 Section (i):

The Secretary of Education may waive the NIMS assessment and the NOCTI exam on a school-wide basis or for a specific career and technical education program provided by a school entity based on the recommendations of directors of career and technical education programs under 22 Pa. Code Ch. 339 (related to vocational education. The recommendations shall account for the length of time a career and technical center was open for in-person student instruction and the subject matter of the program affected.

- The Erie County Technical School will have had the majority of the seniors for "in-person" instruction for 50% of the dedicated instructional hours during the 2020-21 school year. As of February 26, 2021, the hours of in-person instruction account for 162.25 hours of a possible 324.5 educational hours.
- In addition, these seniors missed 52 days of in-person instruction as juniors due to the COVID-19 pandemic start; this equates to 143 hours of the 480 hours in the 2019-20.
- Finally, many NOCTI evaluators will not support the practical test process.

RECOMMENDATION:

Motion to make a "declaration" of waiving the 2020-21 NIMS and NOCTI Testing accountability due to the COVID-19 implications and the results of the utilization of the hybrid schedule of in-person and virtual on-line instruction utilizing the A/B Day schedule.

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Autozone									
Autozone	1825754066	11/3/2020	2/28/2021	\$238.10	\$0.00		\$238.10	2/28/2021	0
Autozone	1825766091	11/17/2020	2/28/2021	\$9.38	\$0.00		\$9.38	2/28/2021	0
Autozone	1825782502	12/8/2020	2/28/2021	\$50.98	\$0.00		\$50.98	2/28/2021	0
Autozone	1825788165	12/15/2020	2/28/2021	\$81.07	\$0.00		\$81.07	2/28/2021	0
Autozone	1825789290	12/17/2020	2/28/2021	\$37.86	\$0.00		\$37.86	2/28/2021	0
Autozone	1825804780	1/5/2021	2/28/2021	\$69.17	\$0.00		\$69.17	2/28/2021	0
Autozone	1825811366	1/13/2021	2/28/2021	\$24.99	\$0.00		\$24.99	2/28/2021	0
Autozone	1825811603	1/13/2021	2/28/2021	\$52.41	\$0.00		\$52.41	2/28/2021	0
Autozone	1825817323	1/20/2021	2/28/2021	\$250.52	\$0.00		\$250.52	2/28/2021	0
Autozone	1825823889	1/27/2021	2/28/2021	\$117.14	\$0.00		\$117.14	2/28/2021	0
Autozone	1825824799	1/28/2021	2/28/2021	\$67.89	\$0.00		\$67.89	2/28/2021	0
Totals for Autozone:				\$999.51	\$0.00		\$999.51		
Benefit Administrators, Inc.									
Benefit Administrators, Inc.	02/2021SUMMARY	2/15/2021	2/28/2021	\$252.15	\$0.00		\$252.15	2/28/2021	0
Benefit Administrators, Inc.	3848	2/19/2021	2/28/2021	\$45.00	\$0.00		\$45.00	2/28/2021	0
Benefit Administrators, Inc.	3772-1	1/22/2021	2/9/2021	\$12.00	\$0.00		\$12.00	2/5/2021	23
Totals for Benefit Administrators, Inc.:				\$309.15	\$0.00		\$309.15		
Brigiotta's Produce & Garden Center									
Brigiotta's Produce & Garden Center	354596	1/13/2021	2/28/2021	\$49.75	\$0.00		\$49.75	2/28/2021	0
Brigiotta's Produce & Garden Center	358027	2/10/2021	2/28/2021	\$54.40	\$0.00		\$54.40	2/28/2021	0
Totals for Brigiotta's Produce & Garden Center:				\$104.15	\$0.00		\$104.15		
ComDoc, Inc.									
ComDoc, Inc.	4103180	2/1/2021	2/28/2021	\$1,153.75	\$0.00		\$1,153.75	2/28/2021	0
ComDoc, Inc.	4114939	2/8/2021	2/28/2021	\$140.95	\$0.00		\$140.95	2/28/2021	0
Totals for ComDoc, Inc.:				\$1,294.70	\$0.00		\$1,294.70		
Courtney Neal									
Courtney Neal	GE02/11/21	2/11/2021	2/28/2021	\$9.08	\$0.00		\$9.08	2/28/2021	0
Courtney Neal	02/11/2021BELLOS	2/11/2021	2/28/2021	\$11.96	\$0.00		\$11.96	2/28/2021	0
Courtney Neal	02/04/2021GE	2/4/2021	2/28/2021	\$44.30	\$0.00		\$44.30	2/28/2021	0
Courtney Neal	01/14/2021GE	1/14/2021	2/28/2021	\$27.96	\$0.00		\$27.96	2/28/2021	0
Courtney Neal	01/14/2021GE	1/14/2021	2/28/2021	\$47.37	\$0.00		\$47.37	2/28/2021	0
Totals for Courtney Neal:				\$140.67	\$0.00		\$140.67		
Dell Marketing L.P.									
Dell Marketing L.P.	10461351418	2/2/2021	2/28/2021	\$15,258.24	\$0.00		\$15,258.24	2/28/2021	0
Dell Marketing L.P.	10460703305	1/30/2021	2/28/2021	\$2,872.60	\$0.00		\$2,872.60	2/28/2021	0
Dell Marketing L.P.	10461247147	2/2/2021	2/28/2021	\$21,697.37	\$0.00		\$21,697.37	2/28/2021	0

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Dell Marketing L.P.	10463138177	2/9/2021	2/28/2021	\$43,006.45	\$0.00		\$43,006.45	2/28/2021	0
Totals for Dell Marketing L.P.:				\$82,834.66	\$0.00		\$82,834.66		
Desantis Solutions									
Desantis Solutions	228397	2/1/2021	2/28/2021	\$651.15	\$0.00		\$651.15	2/28/2021	0
Totals for Desantis Solutions:				\$651.15	\$0.00		\$651.15		
Direct Energy Business									
Direct Energy Business	HS12311870	2/17/2021	2/28/2021	\$1,068.42	\$0.00		\$1,068.42	2/28/2021	0
Direct Energy Business	HS12292535	2/5/2021	2/28/2021	\$4,974.23	\$0.00		\$4,974.23	2/28/2021	0
Totals for Direct Energy Business:				\$6,042.65	\$0.00		\$6,042.65		
Fagan Sanitary Supply									
Fagan Sanitary Supply	170263	1/27/2021	2/28/2021	\$3,548.00	\$0.00		\$3,548.00	2/28/2021	0
Fagan Sanitary Supply	170314-1	1/27/2021	2/28/2021	\$140.00	\$0.00		\$140.00	2/28/2021	0
Fagan Sanitary Supply	170262	2/4/2021	2/28/2021	\$1,590.00	\$0.00		\$1,590.00	2/28/2021	0
Fagan Sanitary Supply	170515	2/4/2021	2/28/2021	\$1,069.50	\$0.00		\$1,069.50	2/28/2021	0
Fagan Sanitary Supply	170529	2/4/2021	2/28/2021	\$1,262.50	\$0.00		\$1,262.50	2/28/2021	0
Totals for Fagan Sanitary Supply:				\$7,610.00	\$0.00		\$7,610.00		
H. Fred Walker									
H. Fred Walker	01/22/2021EXPENSE	1/22/2021	2/28/2021	\$35.94	\$0.00		\$35.94	2/28/2021	0
Totals for H. Fred Walker:				\$35.94	\$0.00		\$35.94		
Hobart Sales & Service									
Hobart Sales & Service	PA633859	2/18/2021	2/28/2021	\$900.52	\$0.00		\$900.52	2/28/2021	0
Totals for Hobart Sales & Service:				\$900.52	\$0.00		\$900.52		
John Rainey									
John Rainey	2-15-21	2/15/2021	2/28/2021	\$1,680.00	\$0.00		\$1,680.00	2/28/2021	0
Totals for John Rainey:				\$1,680.00	\$0.00		\$1,680.00		
Kelly Services, Inc.									
Kelly Services, Inc.	6095954	2/15/2021	2/28/2021	\$147.00	\$0.00		\$147.00	2/28/2021	0
Kelly Services, Inc.	5095268	2/8/2021	2/28/2021	\$147.00	\$0.00		\$147.00	2/28/2021	0
Kelly Services, Inc.	3086106	1/25/2021	1/31/2021	\$73.50	\$0.00		\$73.50	1/31/2021	28
Totals for Kelly Services, Inc.:				\$367.50	\$0.00		\$367.50		
Knox McLaughlin Gornall & Sennett, P.C.									
Knox McLaughlin Gornall & Sennett, P.C.	2284522	2/2/2021	2/28/2021	\$1,296.00	\$0.00		\$1,296.00	2/28/2021	0
Knox McLaughlin Gornall & Sennett, P.C.	TMS 49963.0057339.00	2/19/2021	2/28/2021	\$8,064.00	\$0.00		\$8,064.00	2/28/2021	0
Knox McLaughlin Gornall & Sennett, P.C.	2284919	2/19/2021	2/28/2021	\$3,362.00	\$0.00		\$3,362.00	2/28/2021	0
Totals for Knox McLaughlin Gornall & Sennett, P.C.:				\$12,722.00	\$0.00		\$12,722.00		

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Koldrock Waters, Inc.									
Koldrock Waters, Inc.	858474	2/15/2021	2/28/2021	\$89.00	\$0.00		\$89.00	2/28/2021	0
Koldrock Waters, Inc.	857106	2/1/2021	2/28/2021	\$37.95	\$0.00		\$37.95	2/28/2021	0
Koldrock Waters, Inc.	857103	2/1/2021	2/28/2021	\$210.50	\$0.00		\$210.50	2/28/2021	0
Koldrock Waters, Inc.	854505-1	1/4/2021	2/28/2021	\$3.00	\$0.00		\$3.00	2/28/2021	0
Koldrock Waters, Inc.	857105	2/1/2021	2/28/2021	\$11.95	\$0.00		\$11.95	2/28/2021	0
Koldrock Waters, Inc.	854506	1/4/2021	2/28/2021	\$11.95	\$0.00		\$11.95	2/28/2021	0
Koldrock Waters, Inc.	854509	1/4/2021	2/28/2021	\$23.95	\$0.00		\$23.95	2/28/2021	0
<i>Totals for Koldrock Waters, Inc.:</i>				<u>\$388.30</u>	<u>\$0.00</u>		<u>\$388.30</u>		
Monark Student Transportation Corp.									
Monark Student Transportation Corp.	M15477	1/31/2021	2/28/2021	\$400.00	\$0.00		\$400.00	2/28/2021	0
<i>Totals for Monark Student Transportation Corp.:</i>				<u>\$400.00</u>	<u>\$0.00</u>		<u>\$400.00</u>		
MSC Industrial Supply Company									
MSC Industrial Supply Company	55678543	2/5/2021	2/28/2021	\$4,425.14	\$0.00		\$4,425.14	2/28/2021	0
<i>Totals for MSC Industrial Supply Company:</i>				<u>\$4,425.14</u>	<u>\$0.00</u>		<u>\$4,425.14</u>		
National Fuel Gas									
National Fuel Gas	03/04/2021SC	2/16/2021	2/28/2021	\$814.88	\$0.00		\$814.88	3/4/2021	0
National Fuel Gas	02/20/2021HS	2/20/2021	2/28/2021	\$3,346.81	\$0.00		\$3,346.81	2/20/2021	8
<i>Totals for National Fuel Gas:</i>				<u>\$4,161.69</u>	<u>\$0.00</u>		<u>\$4,161.69</u>		
Northwest Tri-County IU5									
Northwest Tri-County IU5	MISC006061	2/4/2021	2/28/2021	\$161.93	\$0.00		\$161.93	2/28/2021	0
<i>Totals for Northwest Tri-County IU5:</i>				<u>\$161.93</u>	<u>\$0.00</u>		<u>\$161.93</u>		
Northwestern Roofing									
Northwestern Roofing	452129	2/17/2021	2/28/2021	\$387.60	\$0.00		\$387.60	3/19/2021	0
<i>Totals for Northwestern Roofing:</i>				<u>\$387.60</u>	<u>\$0.00</u>		<u>\$387.60</u>		
Pa Pride, LLC									
Pa Pride, LLC	1077	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1080	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1078	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1079	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1028	9/30/2020	2/28/2021	\$4,950.00	\$0.00		\$4,950.00	2/28/2021	0
<i>Totals for Pa Pride, LLC:</i>				<u>\$26,150.00</u>	<u>\$0.00</u>		<u>\$26,150.00</u>		
Pepsi Beverages Company									
Pepsi Beverages Company	LF19128522627	2/23/2021	2/28/2021	\$27.38	\$0.00		\$27.38	2/28/2021	0
Pepsi Beverages Company	LF200218536076	2/23/2021	2/28/2021	\$14.49	\$0.00		\$14.49	2/28/2021	0
<i>Totals for Pepsi Beverages Company:</i>				<u>\$41.87</u>	<u>\$0.00</u>		<u>\$41.87</u>		

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Rabe Environmental Systems Inc.									
Rabe Environmental Systems Inc.	8345	2/18/2021	2/28/2021	\$101.00	\$0.00		\$101.00	2/28/2021	0
Totals for Rabe Environmental Systems Inc.:				\$101.00	\$0.00		\$101.00		
Reinhart Food Service									
Reinhart Food Service	682968	11/19/2020	2/28/2021	\$41.24	\$0.00		\$41.24	2/28/2021	0
Reinhart Food Service	733220	2/9/2021	2/28/2021	\$381.37	\$0.00		\$381.37	2/28/2021	0
Reinhart Food Service	743925	2/23/2021	2/28/2021	\$395.80	\$0.00		\$395.80	2/28/2021	0
Reinhart Food Service	727927	2/2/2021	2/28/2021	\$457.60	\$0.00		\$457.60	2/28/2021	0
Reinhart Food Service	733201	2/9/2021	2/28/2021	\$570.96	\$0.00		\$570.96	2/28/2021	0
Reinhart Food Service	738291	2/16/2021	2/28/2021	\$934.59	\$0.00		\$934.59	2/28/2021	0
Reinhart Food Service	717786	1/19/2021	2/28/2021	\$2,528.91	\$0.00		\$2,528.91	2/19/2021	9
Totals for Reinhart Food Service:				\$5,310.47	\$0.00		\$5,310.47		
Robert Eggleston									
Robert Eggleston	02/19/2021EXPENSE	2/19/2021	2/28/2021	\$143.84	\$0.00		\$143.84	2/28/2021	0
Totals for Robert Eggleston:				\$143.84	\$0.00		\$143.84		
Scott Electric									
Scott Electric	2399534	2/12/2021	2/28/2021	\$209.65	\$0.00		\$209.65	2/12/2021	16
Scott Electric	2399533	2/12/2021	2/12/2021	\$255.40	\$0.00		\$255.40	2/28/2021	0
Scott Electric	2393491	2/9/2021	2/28/2021	\$136.16	\$0.00		\$136.16	2/28/2021	0
Scott Electric	2393492	2/9/2021	2/28/2021	\$22.85	\$0.00		\$22.85	2/28/2021	0
Scott Electric	2371466	1/26/2021	2/28/2021	\$344.25	\$0.00		\$344.25	2/28/2021	0
Scott Electric	2369227	1/25/2021	2/28/2021	\$59.58	\$0.00		\$59.58	2/28/2021	0
Totals for Scott Electric:				\$1,027.89	\$0.00		\$1,027.89		
Service Master									
Service Master	A42087	2/22/2021	2/28/2021	\$4,909.00	\$0.00		\$4,909.00	2/28/2021	0
Totals for Service Master:				\$4,909.00	\$0.00		\$4,909.00		
Summit Township Sewer Authority									
Summit Township Sewer Authority	03/10/2021SEWER	2/11/2021	2/28/2021	\$287.71	\$0.00		\$287.71	3/10/2021	0
Totals for Summit Township Sewer Authority:				\$287.71	\$0.00		\$287.71		
The Nutrition Group									
The Nutrition Group	5606	2/3/2021	2/28/2021	\$1,012.00	\$0.00		\$1,012.00	2/28/2021	0
Totals for The Nutrition Group:				\$1,012.00	\$0.00		\$1,012.00		
The Wilkins Co., Inc.									
The Wilkins Co., Inc.	55039	1/26/2021	2/28/2021	\$948.00	\$0.00		\$948.00	2/28/2021	0
Totals for The Wilkins Co., Inc.:				\$948.00	\$0.00		\$948.00		

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Times Publishing Company									
Times Publishing Company	11193013121	1/31/2021	2/28/2021	\$1,830.00	\$0.00		\$1,830.00	2/28/2021	0
Totals for Times Publishing Company:				\$1,830.00	\$0.00		\$1,830.00		
Unifirst Corporation									
Unifirst Corporation	1512170	2/2/2021	2/28/2021	\$75.37	\$0.00		\$75.37	2/28/2021	0
Unifirst Corporation	1512150	2/2/2021	2/28/2021	\$156.86	\$0.00		\$156.86	2/28/2021	0
Totals for Unifirst Corporation:				\$232.23	\$0.00		\$232.23		
Verizon Wireless									
Verizon Wireless	9872823972	2/19/2021	2/28/2021	\$326.36	\$0.00		\$326.36	2/28/2021	0
Totals for Verizon Wireless:				\$326.36	\$0.00		\$326.36		
Warren Company									
Warren Company	809460100	1/19/2021	2/28/2021	\$1,152.01	\$0.00		\$1,152.01	2/19/2021	9
Warren Company	809511100	1/26/2021	2/28/2021	\$419.50	\$0.00		\$419.50	2/26/2021	2
Warren Company	809749100	1/26/2021	2/28/2021	\$253.02	\$0.00		\$253.02	2/26/2021	2
Totals for Warren Company:				\$1,824.53	\$0.00		\$1,824.53		
Welders Supply									
Welders Supply	474746	2/3/2021	2/28/2021	\$250.02	\$0.00		\$250.02	2/28/2021	0
Totals for Welders Supply:				\$250.02	\$0.00		\$250.02		
Winkle Electric									
Winkle Electric	S100042437.001	1/29/2021	2/28/2021	\$221.83	\$0.00		\$221.83	2/28/2021	0
Totals for Winkle Electric:				\$221.83	\$0.00		\$221.83		
WM. T. Spaeder Co. Inc.									
WM. T. Spaeder Co. Inc.	W20119	12/16/2020	2/28/2021	\$3,215.93	\$0.00		\$3,215.93	2/28/2021	0
Totals for WM. T. Spaeder Co. Inc.:				\$3,215.93	\$0.00		\$3,215.93		
GRAND TOTALS:				\$173,449.94	\$0.00		\$173,449.94		

Erie County Technical School

Open Invoice Report

General Fund

Report name: New Open Invoice Report

Report format: Detail

Show invoices open as of: 2/28/2021

Calculate discounts as of today

Base invoice aging on: Due date

Include all invoice dates

Include all post dates

Include all due dates

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: 10-01040

Include all Invoice Attributes

Include all Vendor Attributes

Erie County Technical School

Open Invoice Report

Student Activities Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
ECTS-General Fund									
ECTS-General Fund	DUE TO GF	2/24/2021	2/28/2021	\$1,668.78	\$0.00		\$1,668.78	2/28/2021	0
	<i>Totals for ECTS-General Fund:</i>			<u>\$1,668.78</u>	<u>\$0.00</u>		<u>\$1,668.78</u>		
			GRAND TOTALS:	\$1,668.78	\$0.00		\$1,668.78		

Erie County Technical School

Open Invoice Report

Student Activities Fund

Report name: New Open Invoice Report

Report format: Detail

Show invoices open as of: 2/28/2021

Calculate discounts as of today

Base invoice aging on: Due date

Include all invoice dates

Include all post dates

Include all due dates

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: 81-01070

Include all Invoice Attributes

Include all Vendor Attributes



8500 Oliver Road, Erie, PA 16509

Joint Operating Committee - Meeting Minutes

Thursday, January 28, 2021

Work session - 6:00pm

- An Executive Session regarding Personnel and Real Estate Matters was held from 6:00 p.m. to 7:43 p.m.
- The Erie County Technical School 2021-2022 budget was presented by Dr. Walker

Call to Order

Mr. Ring, JOC Chairman, called the regular meeting to order at 7:55 pm

Moment of Reflection and Pledge of Allegiance

Roll Call

Terri Birchard, Board Secretary, called the roll:

<u>Committee members:</u>	<u>District:</u>	<u>Present</u>	<u>Absent</u>
David Mahoney	Fairview	x	
Andy Dinsmore	Fort LeBoeuf	x	
Dennis Olesnanik	Girard	x	
James Bucksbee	General McLane	x	
Terri Brink	Harbor Creek	x	
Edward Rickrode	Iroquois	x	
John DiPlacido	Millcreek	x	
Joseph Cancilla	North East		x
Sam Ring	Northwestern	x	
Stephen Gilbert	Union City	x	
Nicole Lee	Wattsburg	x	

<u>Administrators:</u>	<u>Position:</u>	<u>Present</u>	<u>Absent</u>
Mr. Rick Emerick	Superintendent of Record	x	
Dr. H Fred Walker	Director	x	
Tim Sennett	Solicitor	x	
Joseph Tarasovitch	Principal	x	
Terri Birchard	Business Manager	x	
Catherine Doty	Administrative Services/ HR Coordinator	x	
Del VonVolkenburg	Facilities Manager	x	
Jeff Smith	Technology Manager	x	
Lesa Scalise	Supervisor of Student Services	x	
Sandra Carr	Supervisor of Student Services	x	

Agenda and Amendments

- a. Work Session – Chris Coughlin, HRLC Architects – moved to February work session at 6:00 p.m.
- b. Work Session – School District Resolution Discussion – removed
- c. Section 7(b)(i) - Old Business – Added school district resolution tally schedule
- d. Section 8 (e)(i) – Financial Items - Updated Invoices Payable – General Fund
- e. Section 9(b)(2) – Administrative Services and Human Resources - Resignation of Gina Zona, part-time Instructional Aide
- f. Section 7(a)(iii) – New Business – Inspection Report from Erie County Department of Health
- g. Section 10(c)(i) – Reports – Solicitor - Right-of-Way Agreement with Summit Township Sewer Authority and ECTS School Districts
- h. Section 11 (a) – Supplemental Reports – Facilities Report
- i. Section 11 (b) – Supplemental Reports – Technology Report
- j. Section 11 (l) – Supplemental Reports – RCTC Report

Motion to approve the agenda and all amendments

Moved for approval by Mahoney, with second by Rickrode

The motion is approved with an all “ayes” voice vote

Meeting Minutes

Minutes of December 15, 2020

Motion to accept the minutes of the December 15, 2020 meeting as presented

Moved for approval by Brink, with second by Rickrode

The motion is approved with an all “ayes” voice vote

(Copy is filed with the official minutes)

Student Accomplishments/Highlights

Exemplary Students and Early Childhood Education/Tech Tikes Pre-School were highlighted

Guests and Public Comment – Items related to the Agenda - None

Guests signed in and present: None

Attendees present via Zoom: Gary Winschel; John Hansen

Jeff Smith, ECTS IT Director, thanked the group for the opportunities to work with everyone over the past 15 years as he assumes a position with a new employer

Important Items Coming to ECTS

Discussion regarding potential new program at ECTS for Mechatronics

Operations

New Business

Actions from the Executive Session held January 28, 2021 regarding Real Estate and Personnel – None

2021-2022 Erie County Technical School Budget

Motion to recommend forwarding the 2021-2022 Erie County Technical School Budget to the sending districts for their approval

Review of the Erie County Department of Health Inspection Report

Old Business

Discussion was held regarding the School District Resolutions sent by Attorney Sennett's office to the districts and the resolution tally provided as it pertains to the renovation project. Millcreek School District would like the capital funding formula changed to match the operational formula prior to the start of the project. They would like consideration of using the same formula as operations, which is based on participation levels, not property market values. Other JOC members discussed the situation in their districts. Attorney Sennett is being asked to present a resolution to the districts which would reduce the \$32.5 million renovation project to approximately \$27.5 million to allow the project to move forward and meet the \$9.9 million that Millcreek is able to put forward based on their district's presentation to the JOC in the December JOC session.

Motion to have Attorney Sennett create a revised resolution for the renovation which reduces the cost of the project to meet the \$9.9 million potential commitment from Millcreek School District

Moved for approval by Brink, with a second by Rickrode

The motion is approved with nine "ayes" and one "nay" from Gilbert voice vote

Motion to approve Operations Section of agenda

Moved for approval by Brink, with second by Rickrode

The motion is approved with an all "ayes" voice vote

Financial Items

Report - Business Manager – Terri Birchard
(Copy filed with the official minutes)

Financial Reports, Payments and Invoices

Motion to approve the following reports, payments and invoices, as presented:

- Revenue and Expenditure Reports: December 2020
 - General Fund
 - Capital Projects Fund

- Student Activities Fund
- Checks and Invoices:
 - General Fund Checks and Wire Transfers: December - \$189,060.54
 - General Fund Invoices Payable: \$126,564.68
 - Capital Projects Fund Checks: December – \$8,558.75
 - Capital Projects Invoices Payable - \$229,621.26
 - Student Activity Fund Checks: December - None
 - Student Activity Fund Invoices Payable - \$2,129.15
- VISA procurement card payment: December - \$14,862.20
- Treasurer's Report: December 2020
- Approval of Director's Expense Reimbursement

Motion to approve Financial Items Section of the agenda

Moved for approval by Rickrode with a second by Olesnanik

Motion approved with all "ayes" voice vote

(Copy of each item is filed with the official minutes)

Administrative Services and Human Resources

Report—Administrative Services and Human Resources

Retirement - Smith

Motion to accept the retirement request of Jeffrey D. Smith, IT Director, with his last day of work being January 29, 2021

After discussion the motion was amended to the following –

Motion to accept the retirement request of Jeffrey D. Smith, IT Director, with his last day of work being April 1, 2021

Attorney Sennett will draft a Memorandum of Understanding for Mr. Smith to sign

Resignation - Zona

Motion to accept the resignation request of Gina Zona, part-time Instructional Aide, effective January 28, 2021

Regular Employment - Brown

Motion to grant regular employment status to Amanda Brown, SAA-2 part-time Instructional Aide, effective February 4, 2021, at the rate of \$16.71 per hour

Regular Employment - Lytle

Motion to grant regular employment status for Sharon Lytle, SAA-2 part-time Instructional Aide, effective January 14, 2021 at the rate of \$16.71 per hour (Revised motion to correct hourly rate of pay)

Motion to approve Administrative Services and Human Resources Section of Agenda

Moved for approval by Gilbert, with second by Brink

The motion is approved with an all "ayes" voice vote

Administrative Reports

- Superintendent Report – Mr. Rick Emerick, Fort LeBoeuf School District
- Director Report — Dr. H. Fred Walker
- Solicitor – Attorney Tim Sennett
- Principal

Supplemental Reports and Information

- Facilities Report — Del VonVolkenburg
- Technology Report — Jeff Smith
- Instructional Support Services Reports – Sandy Carr and Lesa Scalise
- JOC Member Attendance Report
- Secondary Program Enrollment Report
- Transition Center Enrollment Report
- Disabled Population by Program
- Disabled Population by District
- Business Partnership Coordinator Report – Rob Eggleston
- Enrollment and Community Engagement Coordinator Report – none
- Career Planning Coordinator Report – Mary Foulkrod
- RCTC Report

Statute-Related Business

Field Trip Requests

- 1) NTHS – Community Service Day, Presque Isle Clean-up, March or April 2021 - TBD

Staff Travel >400 miles (Policies: 331,431,531) - None

Facility Use Requests – Profit Making Organizations (Policy 707) – none

Motion to approve Statute-Related Business Section of Agenda

Moved for approval by Rickrode, with second by Brink

The motion is approved with an all “ayes” voice vote

Review of Board Action Items

- Next meeting: Thursday, February 25, 2021 at 6:00 p.m.

JOC Board Remarks and Comments - none

Adjournment

Moved by Brink, with a second by Rickrode to adjourn the meeting

Mr. Ring, Chairperson, adjourned the meeting at 9:32 pm.

Minutes prepared by,

Terri L. Birchard, Secretary
Joint Operating Committee



CELEBRATES CAREER & TECHNICAL EDUCATION MONTH

The administration, faculty and staff at the Erie County Technical School would like to thank the businesses and individuals who have provided inspiration, guidance and support for ECTS and our students. With your help, we continue our mission to prepare students for high-demand, high-skill and high-wage careers.



CELEBRATE TODAY
OWN TOMORROW!

ERIE'S CHOICE FOR CAREER &
TECHNICAL EDUCATION FOR
MORE THAN EIGHT YEARS!

8500 Oliver Road | Erie, PA 16509
(814) 464 - 8600 | ects.org

Erie County Technical School is an equal
opportunity educational institution.

COOPERATIVE EDUCATION EMPLOYERS

Ambassador Inn & Suites
Arby's
Auto Zone
Barracks Tavern
Bates Collision
Bianchi Honda
Brevillier Village
Brewery at Union Station
Burger King
Champion Ford
Cheddar's
Erie Weld Products, Inc.
Erie Yacht Club

Fairview Legion
Fralo Industries
Great Lakes Construction
Kelley Farms
KMD Technologies
Knorr Electric
Lakelands Restaurant
Laughlin Collision
LECOM
Main Street Cakery Café
Manzi Services
McCarty Printing

McDonald's
Mercyhurst University
Northwestern School District
O'Brien Construction
Portraits By Brooke
Precision Alignment & Brakes
Quality Plastics
Reliant Management Inc.
RGS Products Inc.
Ridge-U-Rack
Scott Enterprises
Sheetz

Special Touch Landscaping
Taco Bell
Terella Drywall
The Buzz of UC Café
Tool All
Trux
UPMC Hamot
Valerio's
Walker Brothers Buick/Chevrolet
Wegman's
Wettekin Electric
WLD Ranch
Zeyon

OCCUPATIONAL ADVISORY COMMITTEE

A Child's World Day Care Center Inc.
Adecco
Advanced Welding Technologies
Aldi
Altman-Hall Associates
Ambassador Conference Center
Ambridge Rose
American Tinning & Galvanizing
American Turned Products
API Auto
Arrow Electric
Art's Bakery
Auto Zone
Automated Industrial Systems
Bayfront Convention Center
Bayfront Maritime Center
Best Foot Forward Advertising
Bianchi Honda
Bonnell's Collision Center
Bonnell's Rod Shop
Builder's Association of NW PA
Building Systems Incorporated
C&T Electric
Career Concepts
Career Line Training Center
Celeros
Champion Ford
Charter Foods North LLC.
Chautauqua Institution
Chernichky Electric
Church and Murdock Electric
CJ Industries
CMI Energy, LLC
CMIT Solutions of Erie
Complete Body Works
Contine Corporation
Corry Career & Technical Center
Corry School District
Courtyard by Marriott
Crawford County Technical Center
Creative Imprint Systems
Custom Engineering Inc.
CW Construction
Daniel J. Smith Photography LLC
Danielle's Designs-Kitchen and Bath
Disabled Veteran Solutions
Drumm & O'Harah Tool
Ear, Nose & Throat Specialists
Early Connections
Early Learning Resource Center
Early Learning University
ECTS Joint Operating Committee
Edinboro University of PA
Electronic Communication Services

Erie County Department of Health
Erie High School
Erie Institute of Technology (EIT)
Erie Insurance Group
Erie Plating Company
Erie School District
Erie's First Assembly of God
Eriez Manufacturing
European Wax Center
Expressions Salon & Spa
Fastsigns-Erie
Federal Resources Corporation
Ferrando Ford
First Energy Corporation
Five Star International
Fort LeBoeuf School District
Fortis Institute
Gannon University
Gary Miller Chrysler Plymouth
GE Transportation Systems
Giant Eagle
Girard School District
Gordon Food Service Store
Greenman-Pedersen, Inc.
H & H Machined Products
H.F. Lenz Company
Hallgren, Restifo, Loop Architects
Hilton Garden Inn
Home Kitchen Caterers
Hovis Auto & Truck Supply
Hytech Tool & Design
IBEW Local #56
Interstate Mitsubishi
J3 Competition Inc.
James B. Schwab Company
JC Penney Styling Salon
Johnny B's Restaurant
Kane Innovations
Kelly Services
KinderCare Learning Centers
KMD Technology Solutions
KML Carpenters
Knepper Press
Krispy Kreme
Lake City Paint, Inc.
Lake Shore Country Club
Larson Texts
Laurel Technical Institute
Lechner and Benson Advertising/
Design
Local 12 Training Center
LORD Corporation
M&T Bank
MacDonald, Illig, Jones & Britton LLP

Machining Concepts
Mark's Tire & Auto Service, Inc.
Massage Envy
Matrix Tool
Mazza Winery
MC Sign Company
McDowell Intermediate
MCPc Inc.
McShane Welding
Mechanical Contractor Assoc.
Mercer County Career Center
Mercyhurst Child Learning Center
Mercyhurst University
Metalheads
Micro Mold Company
Mill Run Collision Service
Millcreek Township
MiScuzzi Ristorante
Modern Industries
Modular Engineering Co.
Moree Advertising
Mosko Construction
MSC Industrial Supply
Myrick Computer Services
NCI
NW Tri County Intermediate Unit #5
Paragon Print Systems
Paris Auto Repair
Parker Hannifin
Penelec
Penn Erie - The Plastek Group
Penn State Erie, The Behrend College
Perseo Erie, Inc.
PHB Corporation
PHB Inc., Machining Div.
Pittsburgh Plumbers Local Union #27
Plastikos, Inc.
Port Erie Plastics
Power Systems Institute
PPG Industries, Inc.
Presque Isle Downs & Casino
Printing Concepts
PSB Industries
Rabe Environmental Services
RAMP Program
RE Johnson Electric, Inc.
Recap Mason Jars
Reddog Industries
Regional Career & Technical Center
Reigel Electric
ReJuv Med Spa & Salon
REMAX Real Estate Group
Residence Inn

Rick Weaver Buick
Ridg-U-Rak
Rouse Home
Saint Vincent Child Care Center
Saint Vincent Hospital
Salon Be...
Salon Verde
Salon Zeff
Samtec
Schwab Hospitality Corporation
Scott Electric - Erie
Scott Enterprises
Seneca High School
Senior News
Sheet Metal Workers Local 12
Sheraton Erie Bayfront Hotel
Signal-Tech
SOFCO, Retired
Splash Lagoon
Steamfitters Local Union #449
Studio Hue
Styles by Dianna
Synergy Business Forms, Inc.
TechnipFMC
Techworx
The Behrend College School of
Engineering
The Career Assessment Center, Inc.
The Chautauqua Institution
The Razor's Edge
The Y At Fairview Elementary
Thornton Industries
Topics Salon
Triangle Tech & RCTC Instructor
Tropical Studios Photography & Media
U Pick Harbor House
Ultra Beauty
UPMC Hamot
VA Medical Center
Velocity Network
Venango Technology Center
Visit Erie
Warren County Career Center
Warren County School District
Waterford Elementary School
Webbs Custom Glass Solutions
Welders Supply
Werkbot Studios
Wilkinson Excavating Inc.
WolfyMaster Media
YMCA of Greater Erie
Young Erie Professionals
Zeyon, Inc.

Erie County Technical School

School Calendar

2021-2022 School Year

August 2021					
M	T	W	Th	F	
2	3	4	5	6	27 & 30 Teacher In Service
9	10	11	12	13	31 First Student Day
16	17	18	19	20	1 Student Days
23	24	25	26	27	3 Teacher Days
30	31				

September 2021					
M	T	W	Th	F	
		1	2	3	
6	7	8	9	10	6 No School-Labor Day
13	14	15	16	17	
20	21	22	23	24	21 Student Days
27	28	29	30		21 Teacher Days

October 2021					
M	T	W	Th	F	
				1	1 Mid-Quarter
4	5	6	7	8	11 Teacher In Service
11	12	13	14	15	Columbus Day
18	19	20	21	22	20 Student Days
25	26	27	28	29	21 Teacher Days

November 2021					
M	T	W	Th	F	
1	2	3	4	5	3 End of First Quarter
8	9	10	11	12	24 - 29 No School
15	16	17	18	19	Thanksgiving
22	23	24	25	26	18 Student Days
29	30				18 Teacher Days

December 2021					
M	T	W	Th	F	
		1	2	3	10 Mid-Quarter
6	7	8	9	10	23-31 No School
13	14	15	16	17	Winter Break
20	21	22	23	24	16 Student Days
27	28	29	30	31	16 Teacher Days

January 2022					
M	T	W	Th	F	
					17 No School
3	4	5	6	7	MLK Day
10	11	12	13	14	21 End of Second Quarter
17	18	19	20	21	20 Student Days
24	25	26	27	28	20 Teacher Days
31					

Snow Make-up Days:				
March 18, 2022				
April 14, 2022				
April 18, 2022				
April 19, 2022				

February 2022					
M	T	W	Th	F	
	1	2	3	4	18 Teacher In Service
7	8	9	10	11	21 No School
14	15	16	17	18	Presidents' Day
21	22	23	24	25	25 Mid-Quarter
28					18 Student Days
					19 Teacher Days

March 2022					
M	T	W	Th	F	
	1	2	3	4	18 No School
7	8	9	10	11	30 End of Third Quarter
14	15	16	17	18	
21	22	23	24	25	22 Student Days
28	29	30	31		22 Teacher Days

April 2022					
M	T	W	Th	F	
				1	14-19 No School
4	5	6	7	8	Spring Break
11	12	13	14	15	
18	19	20	21	22	17 Student Days
25	26	27	28	29	17 Teacher Days

May 2022					
M	T	W	Th	F	
2	3	4	5	6	6 Mid-Quarter
9	10	11	12	13	30 No School
16	17	18	19	20	Memorial Day
23	24	25	26	27	21 Student Days
30	31				21 Teacher Days

June 2022					
M	T	W	Th	F	
		1	2	3	8 Last Student Day
6	7	8	9	10	8 End of Fourth Quarter
13	14	15	16	17	9 Teacher In-Service
20	21	22	23	24	6 Student Days
27	28	29	30		7 Teacher Days

Approved:

Total Days	
180 Total Student Days	
185 Total Teacher Days	

NOTE: ECTS NOCTI Testing

September: Senior Pre-Testing; September 27-30

March: Junior Pre-Testing; March 28-30

April: Senior Post-Testing; April 11-13 (On-Line); April 25-29 (Practical)

NOTE: Preliminary Keystone Exams 2021-2022

Winter Wave 1 = December 1-15, 2021

Winter Wave 2 = January 3-14, 2022

Spring = May 16-27, 2022

Summer = July 25-29, 2022



AGENDA ITEM

MEETING DATE: February 25, 2021

SUBJECT: JOC Declaration of NOCTI and NIMS Testing Waiver due to COVID-19 Implications

SUBMITTED BY: Joe Tarasovitch

DESCRIPTION:

The Erie County Technical School's Educational Leadership Team recommends that the Joint Operating Committee make a "declaration" of waiving the 2020-21 NOCTI and NIMS Testing procedures due to the COVID-19 implications. By making this declaration, the Joint Operating Committee will utilize the authority granted to the committee from Act 136 of 2020 Section (i):

The Secretary of Education may waive the NIMS assessment and the NOCTI exam on a school-wide basis or for a specific career and technical education program provided by a school entity based on the recommendations of directors of career and technical education programs under 22 Pa. Code Ch. 339 (related to vocational education. The recommendations shall account for the length of time a career and technical center was open for in-person student instruction and the subject matter of the program affected.

- The Erie County Technical School will have had the majority of the seniors for "in-person" instruction for 50% of the dedicated instructional hours during the 2020-21 school year. As of February 26, 2021, the hours of in-person instruction account for 162.25 hours of a possible 324.5 educational hours.
- In addition, these seniors missed 52 days of in-person instruction as juniors due to the COVID-19 pandemic start; this equates to 143 hours of the 480 hours in the 2019-20.
- Finally, many NOCTI evaluators will not support the practical test process.

RECOMMENDATION:

Motion to make a "declaration" of waiving the 2020-21 NIMS and NOCTI Testing accountability due to the COVID-19 implications and the results of the utilization of the hybrid schedule of in-person and virtual on-line instruction utilizing the A/B Day schedule.



Knox McLaughlin Gornall & Sennett, P.C.

120 West Tenth Street | Erie, Pennsylvania 16501-1461
814-459-2800 | 814-453-4530 fax | www.kmgslaw.com

Timothy M. Sennett

tsennett@kmgslaw.com

February 10, 2021

John P. Gagliotti, J.D./M.B.A.
District Chief Negotiator
Pennsylvania Department of Transportation
Eng. District 1-0/Right of Way Unit
255 Elm Street
Oil City, PA 16301
Via email: jgagliotti@pa.gov

RE: SR 4008-S01, Parcel 1 – Erie County Technical School

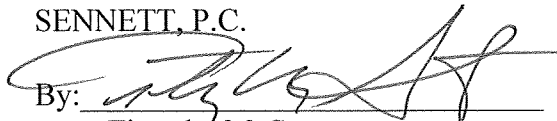
Dear Attorney Gagliotti:

Enclosed please find the Joint Resolution approved and executed by each School District owning an ownership interest in the Erie County Technical School. I am also enclosing two (2) original Settlement Agreements which have been executed by Dr. H. Fred Walker, Executive Director of the Erie County Technical School on behalf of all of the School Districts as authorized in the Joint Resolution. Finally, I am enclosing a copy of the Plan sheets with the claim block. Please return a fully executed Settlement Agreement to the undersigned after your execution.

In the future, I will forward to you an invoice providing for all attorney fees that have been paid to date in regard to the condemnation for your reimbursement to the Erie County Technical School. If you have any questions concerning these documents or this matter, please contact me at any time.

Very truly yours,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

By: 
Timothy M. Sennett

TMS/smt
Enclosures
2227782.v1

cc: Dr. H. Fred Walker, Executive Director

RESOLUTION NO. _____

**RESOLUTION OF THE MILLCREEK TOWNSHIP
SCHOOL DISTRICT, FAIRVIEW SCHOOL DISTRICT,
NORTHWESTERN SCHOOL DISTRICT, FORT LEOEUF
SCHOOL DISTRICT, GENERAL MCLANE SCHOOL
DISTRICT, GIRARD SCHOOL DISTRICT, HARBOR
CREEK SCHOOL DISTRICT, IROQUOIS SCHOOL
DISTRICT, NORTH EAST SCHOOL DISTRICT, UNION
CITY AREA SCHOOL DISTRICT, AND WATTSBURG
AREA SCHOOL DISTRICT APPROVING A SETTLEMENT
WITH THE PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION FOR THE CONDEMNATION OF
REAL PROPERTY LOCATED ON 8500 OLIVER ROAD
AND AUTHORIZING OF THE EXECUTIVE DIRECTOR
OF ERIE COUNTY TECHNICAL SCHOOL TO EXECUTE
DOCUMENTATION ON BEHALF OF THE SCHOOL
DISTRICTS TO COMPLETE THE SETTLEMENT.**

WHEREAS, the Millcreek Township School District, the Fairview School District, the Northwestern School District, the Fort LeBoeuf School District, the General McLane School District, the Girard School District, the Harbor Creek School District, the Iroquois School District, the North East School District, the Union City Area School District, and the Wattsburg Area School District (the "School Districts") are owners of a 2.445 acre portion of real property located at 8500 Oliver Road, Erie, PA 16509 with said property being more particularly described as recorded at Erie County Recorder of Deeds Book No. 1210, Page 209 and Book No. 1493, Page 446 (the "Property"); and

WHEREAS, the School Districts utilizes the Property for the purposes of the operations of the Erie County Technical School ("ECTS"); and

WHEREAS, on November 9, 2020, the Pennsylvania Department of Transportation ("PennDOT") filed a Declaration of Taking for the Property in the Court of Common Pleas of Erie County, planning to condemn the Property for the expansion of the PennDOT right-of-way of State Route 4008; and

WHEREAS, the School Districts, ECTS, and PennDOT have proceeded to negotiate a settlement of the matter in lieu of proceeding in the Court of Common Pleas and have reached a settlement in the amount of \$60,216 for the Property; and

WHEREAS, the School Districts believe that reaching settlement in this matter will be beneficial for the operations of ECTS and its students.

NOW THEREFORE, be it **RESOLVED** by the Board of School Directors of the School Districts, Erie County, Pennsylvania as follows:

1. The School Districts hereby approve the settlement with PennDOT for the Property, as memorialized on PennDOT Form RW-313 and PennDOT Form RW-334. PennDOT

Forms RW-313 and RW-334 are attached hereto and incorporated herein as Exhibit A and Exhibit B respectively.

2. The School Districts hereby authorize Dr. H. Fred Walker, the Executive Director of ECTS, to execute any and all documentation on behalf of the School Districts that is necessary to effectuate the settlement and condemnation of the Property to PennDOT.

3. PennDOT is directed to issue a the settlement check, in the amount of \$60,216, made payable to ECTS. ECTS will retain the \$60,216 settlement amount and the participating school districts will be credited with this payment towards their capital contributions for future capital projects of ECTS in accordance with the current capital outlay formula.

4. This Resolution shall take effect immediately.

[SIGNATURE TO FOLLOW]

2215487.v1

EXHIBIT A

ROW OFFICE PROJNO	010455
COUNTY	ERIE
S.R. - SECTION	4002-S01
MUNICIPALITY	SUMMIT TWP
PARCEL NO.	1
CLAIM NO.	2500956000
CLAIMANT	Erie County Area Vocational Technical School with participating Erie County School Districts

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Date:

ADDRESS OF CLAIMANT(S) 8500 Oliver Road Erie, PA 16501	LOCATION (ADDRESS) OF PROPERTY 8500 Oliver Road Erie, PA 16501 Tax Map Nos. 40017078000900 & 40017078000901	CLAIMANT'S ATTORNEY AND ADDRESS Timothy M. Stanton, Esquire Knox Law Firm 120 W. 10th Street Erie, PA 16501-1461
--	---	--

Final Settlement

Commonwealth's Pro-Rata Share of Current Realty Taxes

Estimated

\$60,216.00

4,542.15

Mortgage Pre-Payment Penalty

Mortgage Satisfaction Fee

Less Monies Previously Paid

Less Monies Credited for Owner Retained Items

Withheld Pending Building Removal by Owner

Total Available for Distribution

\$64,758.15

CHARGES:

Mortgage(s):

Mortgage(s):

Principal:

Interest (to date:

Pre-Payment Penalty*:

Satisfaction Fee*:

Unpaid Current Taxes:

Claimant(s) Pro-Rata Share

Commonwealth's Pro-Rata Share*

TOTAL

Lien and/or Delinquent Taxes and Municipal Claims:

Judgment(s):

TOTAL CHARGES

*Paid by Pennsylvania Department of Transportation

Minus Total Charges

\$0.00

Balance Due Claimant(s)

\$64,758.15

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

Erie County Area Vocational Technical School,
 n/k/a Erie County Technical School
 (Name of Entity)

BY: _____

Dr. H. Fred Walker, Executive Director,
 Erie County Technical School

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gagliotti (Signature)

Right of Way Administrator 1

Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

Greenfield Township School District
(Name of Entity)

BY: _____
Board President

BY: _____
Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gagliotti (Signature)

Right of Way Administrator 1
Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Venango Township School District
(Name of Entity)

BY: _____
Board President

BY: _____
Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gagliotti (Signature)

Right of Way Administrator 1
Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Warsburg Area School District
 (Name of Entity)

BY: _____

Board President

BY: _____

Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

 John P. Gagliotti (Signature)

Right of Way Administrator I
 Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

General McLane Area School District
(Name of Entity)

BY: _____
Board President

BY: _____
Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gasliotti (Signature)

Right of Way Administrator 1
Title

Date -

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INDIVIDUALS

ENTITIES***GRANTOR:**

Fairview School District

(Name of Entity)

BY: _____

Board President

BY: _____

Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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 John P. Gagliotti (Signature)

Right of Way Administrator 1

Title

Date -

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INDIVIDUALS

ENTITIES***GRANTOR:**

Fort LeBoeuf School District
 (Name of Entity)

BY: _____
 Board President

BY: _____
 Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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 John P. Gagliotti (Signature)

Right of Way Administrator 1
 Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Girard School District
(Name of Entity)

BY: _____
Board President

BY: _____
Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

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John P. Gagliotti (Signature)

Right of Way Administrator I
Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Harborcreek School District
 (Name of Entity)

BY: _____
 Board President

BY: _____
 Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

 John P. Gagliotti (Signature)

Right of Way Administrator I
 Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

Ingham School District
 (Name of Entity)

BY: _____
 Board President

BY: _____
 Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

 John P. Gagliotti (Signature)

Right of Way Administrator I
 Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

North East School District
(Name of Entity)

BY: _____

Board President

BY: _____

Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gagliotti (Signature)

Right of Way Administrator 1
Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Northwestern School District
 (Name of Entity)

BY: _____
 Board President

BY: _____
 Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

 John P. Gagliotti (Signature)

 Right of Way Administrator 1
 Title

Date -

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Union City Area School District

(Name of Entity)

BY: _____
 Board President

BY: _____
 Board Secretary

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Heraby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

 John P. Gagliotti (Signature)

 Right of Way Administrator 1

Title

Date -

EXHIBIT B



ROW OFFICE PROJ. NO.	010455
COUNTY	ERIE
S.R. - SECTION	4004-S01
MUNICIPALITY	SUMMIT TOWNSHIP
PARCEL NO.	1
CLAIM NO.	2500956000
CLAIMANT	Erie County Area Vocational Technical School with participating Erie County School Districts

SETTLEMENT AGREEMENT
Post Condemnation

IN RE: CONDEMNATION OF COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, OF RIGHT OF WAY FOR STATE ROUTE 4008, SECTION S01, IN THE TOWNSHIP OF SUMMIT	In the Court of Common Pleas of Erie County, Pennsylvania No. 12285, Term 2020
--	--

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, by owner(s) of the property effected by the above captioned condemnation, its heirs, executors, administrators, successors, and/or assigns ("CONDEMNEE") and the Commonwealth of Pennsylvania, through the Department of Transportation ("CONDEMNOR").

WITNESSETH:

WHEREAS, the CONDEMNOR, on November 9, 2020, filed the above referenced Declaration of Taking in the Court of Common Pleas of the aforesaid County;

WHEREAS, through that condemnation proceeding, the CONDEMNOR acquired title in fee simple to the parcel identified above or an easement for highway purposes over the parcel, as shown on the plot plan, which is attached hereto and made a part hereof;

WHEREAS, the CONDEMNEE's property has sustained damages as a result of the condemnation;

WHEREAS, the CONDEMNOR has _____ the amount of \$ _____ as estimated just compensation; and

WHEREAS, the parties agree as to the amount of the damages sustained by the CONDEMNEE's property.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Compensation.** The CONDEMNOR will pay the total sum of Sixty Thousand, Two Hundred Sixteen Dollars and 00/100ths (\$60,216.00) dollars to the CONDEMNEE.

2. **Settlement and Release.** The CONDEMNEE does hereby remise, release, quitclaim, and forever discharge the CONDEMNOR or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages claims, and demands which the CONDEMNEE might otherwise have been entitled to assert under the provisions the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the CONDEMNEE through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (limited reimbursement for Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or Section 904 (Replacement Housing) of the Eminent Domain Code.

3. **Tenant Indemnification.**

☒ No Tenants

☐ The CONDEMNEE shall indemnify the CONDEMNOR against any claim made by any lessee of the property who has not entered into a Settlement Agreement with the CONDEMNOR.

4. **Notice to Vacate.** The CONDEMNOR shall issue a Notice to Vacate to the CONDEMNEE at least thirty (30) days before the CONDEMNOR takes possession of the property.

5. **Continued Possession.** The CONDEMNEE may remain in possession, on a rent-free basis, until . After that date the CONDEMNEE shall pay rent to the CONDEMNOR in the amount of \$ per month. The CONDEMNEE shall pay the rent in advance, beginning on , and the rent shall be paid on a month-to-month basis until the CONDEMNOR has taken possession of the property. The CONDEMNEE may relocate prior to the date specified in the Notice to Vacate. The CONDEMNEE shall execute the CONDEMNOR'S standard lease agreement, form RW-670. Upon expiration of one (1) year, the amount of rental may be changed at the discretion of the CONDEMNOR.

6. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

7. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

9. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES***CONDEMNEE:**

Erie County Area Vocational Technical School, n/k/a
Erie County Technical School
(Name of Entity)

BY: _____
Dr. H. Fred Walker, Executive Director

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

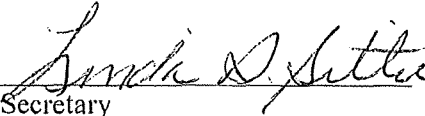
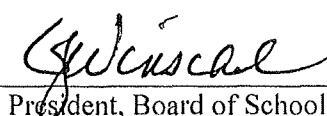
BY: _____
District Right-of-Way Administrator

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

This Resolution was adopted by the Board of Directors of the Millcreek Township School District at a meeting duly convened and held on January 18, 2021 by a vote of 7 to 0.

MILLCREEK TOWNSHIP SCHOOL DISTRICT

By:  By: 
Secretary President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fairview School District at a meeting duly convened and held on February 8, 2021 by a vote of 9 to 0.

FAIRVIEW SCHOOL DISTRICT

Maely Jones
Board Secretary

Alan Natalis
Board President

This Resolution was adopted by the Board of Directors of the Northwestern School District at a meeting duly convened and held on January 19, 2021 by a vote of _____ to _____.

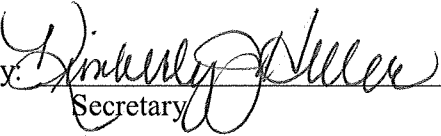
NORTHWESTERN SCHOOL DISTRICT

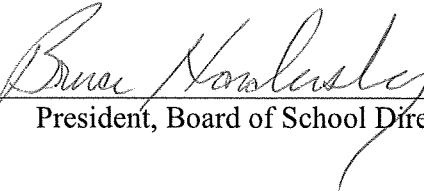
By: Melanie A. Floyd
Secretary

By: [Signature]
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fort LeBoeuf School District at a meeting duly convened and held on Thursday Jan 14, 2021 by a vote of 7 to 0.

FORT LEBOEUF SCHOOL DISTRICT

By: 
Secretary

By: 
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the General McLane School District at a meeting duly convened and held on January 20, 2021 by a vote of 9 to 0.

GENERAL MCLANE SCHOOL DISTRICT

By: *Aa Gei*
Secretary

By: *Calen*
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Girard School District at a meeting duly convened and held on January 25, 2021 by a vote of 8 to 0.

GIRARD SCHOOL DISTRICT

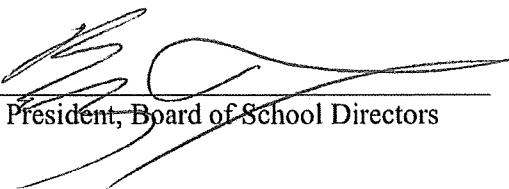
By: Jack Hagmeier
Secretary

By: Robert N. Pyden
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Harbor Creek School District at a meeting duly convened and held on January 21, 2021 by a vote of 8 to 0.

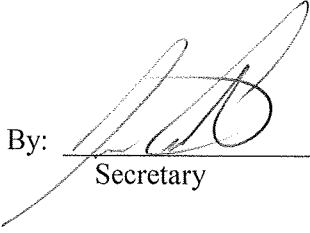
HARBOR CREEK SCHOOL DISTRICT

By: 
Secretary

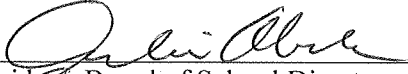
By: 
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Iroquois School District at a meeting duly convened and held on January 19, 2021 by a vote of 9 to 0.

IROQUOIS SCHOOL DISTRICT

By: 

Secretary

By: 

President, Board of School Directors

This Resolution was adopted by the Board of Directors of the North East School District at a meeting duly convened and held on January 14, 20 21 by a vote of 8 to 0.

NORTH EAST SCHOOL DISTRICT

By: _____

Secretary

By: _____

Me U. Loh

President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Union City Area School District at a meeting duly convened and held on DECEMBER 30, 2020 by a vote of 8 to 0.

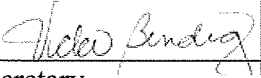
UNION CITY AREA SCHOOL DISTRICT

By: *Ann Clein*
Secretary

By: *George S. Tanner*
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Wattsburg Area School District at a meeting duly convened and held on January 18, _____, 20 21 by a vote of 9 to 0.

WATTSBURG AREA SCHOOL DISTRICT

By: 
Secretary

By: 
President, Board of School Directors

ROW OFFICE PROJ. NO.	010455
COUNTY	ERIE
S.R. - SECTION	4008-S01
MUNICIPALITY	SUMMIT TOWNSHIP
PARCEL NO.	1
CLAIM NO.	2500956000
CLAIMANT	Erie County Area Vocational Technical School with participating Erie County School Districts

SETTLEMENT AGREEMENT
Post Condemnation

IN RE: CONDEMNATION OF COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, OF RIGHT OF WAY FOR STATE ROUTE 4008, SECTION S01, IN THE TOWNSHIP OF SUMMIT	In the Court of Common Pleas of Erie County, Pennsylvania No. 12285, Term 2020
--	--

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, by _____, owner(s) of the property effected by the above captioned condemnation, its heirs, executors, administrators, successors, and/or assigns ("CONDEMNEE") and the Commonwealth of Pennsylvania, through the Department of Transportation ("CONDEMNOR").

WITNESSETH:

WHEREAS, the CONDEMNOR, on November 9, 2020, filed the above referenced Declaration of Taking in the Court of Common Pleas of the aforesaid County;

WHEREAS, through that condemnation proceeding, the CONDEMNOR acquired title in fee simple to the parcel identified above or an easement for highway purposes over the parcel, as shown on the plot plan, which is attached hereto and made a part hereof;

WHEREAS, the CONDEMNEE's property has sustained damages as a result of the condemnation;

WHEREAS, the CONDEMNOR has _____ the amount of \$ _____ as estimated just compensation; and

WHEREAS, the parties agree as to the amount of the damages sustained by the CONDEMNEE's property.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Compensation.** The CONDEMNOR will pay the total sum of Sixty Thousand, Two Hundred Sixteen Dollars and 00/100ths (\$60,216.00) dollars to the CONDEMNEE.

2. **Settlement and Release.** The CONDEMNEE does hereby remise, release, quitclaim, and forever discharge the CONDEMNOR or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages claims, and demands which the CONDEMNEE might otherwise have been entitled to assert under the provisions the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the CONDEMNEE through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (limited reimbursement for Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or Section 904 (Replacement Housing) of the Eminent Domain Code.

3. **Tenant Indemnification.**



No Tenants



The CONDEMNEE shall indemnify the CONDEMNOR against any claim made by any lessee of the property who has not entered into a Settlement Agreement with the CONDEMNOR.

4. **Notice to Vacate.** The CONDEMNOR shall issue a Notice to Vacate to the CONDEMNEE at least thirty (30) days before the CONDEMNOR takes possession of the property.

5. **Continued Possession.** The CONDEMNEE may remain in possession, on a rent-free basis, until . After that date the CONDEMNEE shall pay rent to the CONDEMNOR in the amount of \$ per month. The CONDEMNEE shall pay the rent in advance, beginning on , and the rent shall be paid on a month-to-month basis until the CONDEMNOR has taken possession of the property. The CONDEMNEE may relocate prior to the date specified in the Notice to Vacate. The CONDEMNEE shall execute the CONDEMNOR'S standard lease agreement, form RW-670. Upon expiration of one (1) year, the amount of rental may be changed at the discretion of the CONDEMNOR.

6. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

7. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by a party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

9. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

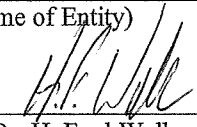
[SIGNATURE PAGE FOLLOWS.]

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES***GRANTOR:**

Erie County Area Vocational Technical School,
n/k/a Erie County Technical School
(Name of Entity)

BY: 

Dr. H. Fred Walker, Executive Director,
Erie County Technical School

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

John P. Gagliotti (Signature)

Right of Way Administrator 1

Title

Date -



ROW OFFICE PROJ NO	010455
COUNTY	ERIE
S.R. - SECTION	4008-S01
MUNICIPALITY	SUMMIT TWP
PARCEL NO.	1
CLAIM NO.	2500956000
CLAIMANT	Erie County Area Vocational Technical School with participating Erie County School Districts

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Date:

ADDRESS OF CLAIMANT(S) 8500 Oliver Road Erie, PA 16501	LOCATION (ADDRESS) OF PROPERTY 8500 Oliver Road Erie, PA 16501 Tax Map Nos. 40017078000900 & 40017078000901	CLAIMANT'S ATTORNEY AND ADDRESS Timothy M. Sennett, Esquire Knox Law Firm 120 W, 10 th Street Erie, PA 16501-1461
--	---	--

Final Settlement

Commonwealth's Pro-Rata Share of Current Realty Taxes

Estimated

\$60,216.00

4,542.15

Mortgage Pre-Payment Penalty

Mortgage Satisfaction Fee

Less Monies Previously Paid

Less Monies Credited for Owner Retained Items

Withheld Pending Building Removal by Owner

Total Available for Distribution

\$64,758.15

CHARGES:

Mortgage(s):

Mortgagee:

Principal:

Interest (to date:)

Pre-Payment Penalty*:

Satisfaction Fee*:

Unpaid Current Taxes:

Claimant(s) Pro-Rata Share

Commonwealth's Pro-Rata Share*

TOTAL

Liens and/or Delinquent Taxes and Municipal Claims:

Judgment(s):

TOTAL CHARGES

*Paid by Pennsylvania Department of Transportation

Minus Total Charges

\$0.00

Balance Due Claimant(s)

\$64,758.15

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE DEPARTMENT.

REQUIRED RIGHT-OF-WAY FOR LOCAL ROADS OR STREETS IS ACQUIRED FOR THE BENEFIT OF THE APPLICABLE MUNICIPALITY IN THE SAME ESTATE OR INTEREST AS DESIGNATED HEREIN FOR REQUIRED RIGHT-OF-WAY FOR STATE HIGHWAY PURPOSES, ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT AND USE OF THE COMMONWEALTH. TITLE SHALL VEST IN THE APPLICABLE LOCAL MUNICIPALITY UPON ACQUISITION AND MAINTENANCE RESPONSIBILITY SHALL TRANSFER UPON THE COMPLETION OF CONSTRUCTION.

THE SCHOOL DISTRICTS OF AMITY TOWNSHIP, GREENE TOWNSHIP, GREENFIELD TOWNSHIP, VENANGO TOWNSHIP, WATTSBURG BOROUGH (N/K/A WATTSBURG AREA SCHOOL DISTRICT), EDINBORO AREA UNION, MCKEAN UNION (N/K/A GENERAL MCKEAN SCHOOL DISTRICT), FAIRVIEW UNION (N/K/A FAIRVIEW SCHOOL DISTRICT), FORT LEBEOUF MERGED (N/K/A FORT LEBEOUF SCHOOL DISTRICT), GIRARD UNION (N/K/A GIRARD SCHOOL DISTRICT), HARBORCREEK TOWNSHIP (N/K/A HARBORCREEK SCHOOL DISTRICT), IROQUOIS AREA (N/K/A IROQUOIS SCHOOL DISTRICT), MILLCREEK TOWNSHIP, NORTH EAST BOROUGH, NORTH EAST TOWNSHIP, (N/K/A NORTH EAST SCHOOL DISTRICT), NORTHWESTERN UNION (N/K/A NORTHWESTERN SCHOOL DISTRICT), UNION CITY AREA SCHOOL DISTRICT
TAX ID: 40017078000900
TAX ID: 40017078000900

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
1-0	ERIE	4008	S01 R/W	13 OF 20
SUMMIT TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

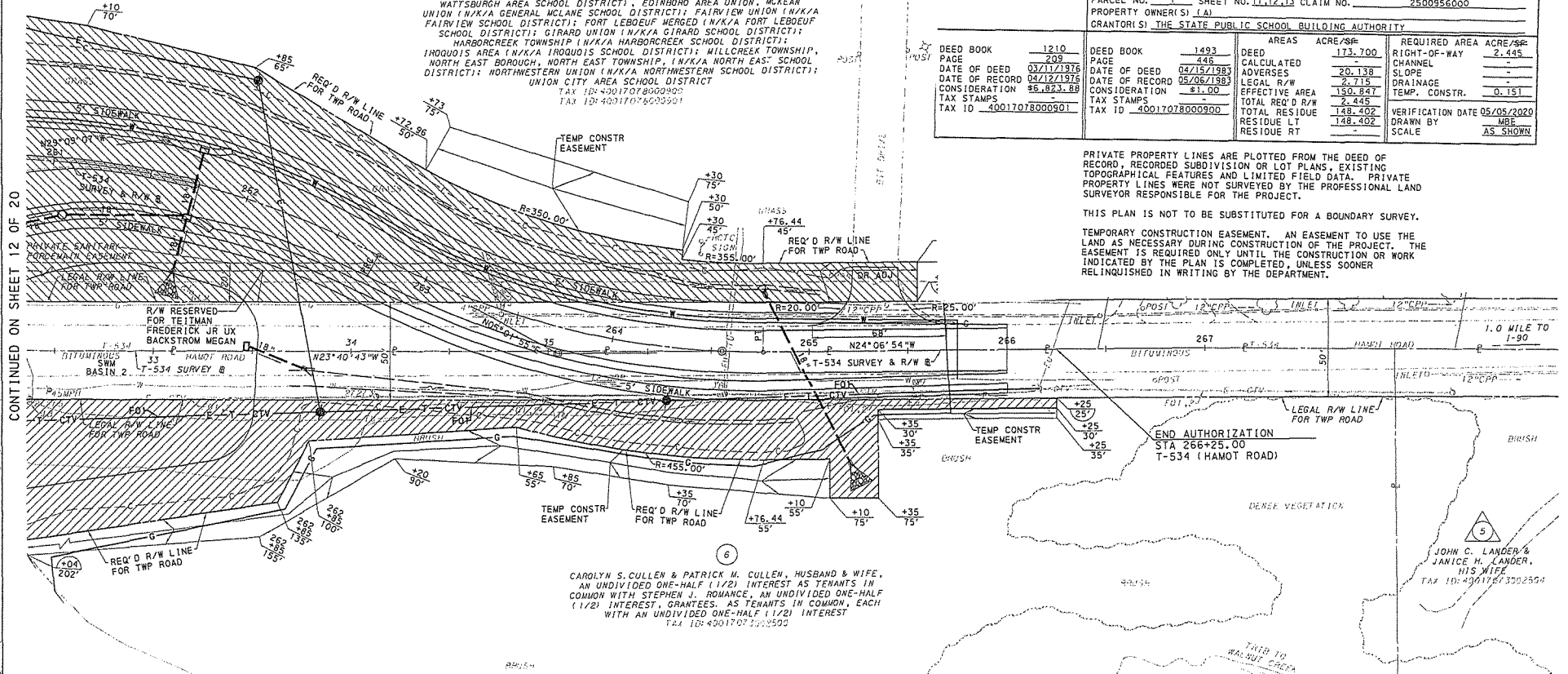
(A) THE SCHOOL DISTRICTS OF AMITY TOWNSHIP, GREENE TOWNSHIP, GREENFIELD TOWNSHIP, VENANGO TOWNSHIP, WATTSBURG BOROUGH (N/K/A WATTSBURG AREA SCHOOL DISTRICT), EDINBORO AREA UNION, MCKEAN UNION (N/K/A GENERAL MCKEAN SCHOOL DISTRICT), FAIRVIEW UNION (N/K/A FAIRVIEW SCHOOL DISTRICT), FORT LEBEOUF MERGED (N/K/A FORT LEBEOUF SCHOOL DISTRICT), GIRARD UNION (N/K/A GIRARD SCHOOL DISTRICT), HARBORCREEK TOWNSHIP (N/K/A HARBORCREEK SCHOOL DISTRICT), IROQUOIS AREA (N/K/A IROQUOIS SCHOOL DISTRICT), MILLCREEK TOWNSHIP, NORTH EAST BOROUGH, NORTH EAST TOWNSHIP, (N/K/A NORTH EAST SCHOOL DISTRICT), NORTHWESTERN UNION (N/K/A NORTHWESTERN SCHOOL DISTRICT), UNION CITY AREA SCHOOL DISTRICT

RIGHT-OF-WAY CLAIM INFORMATION			
COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION			
STATE RTE. 4008	SEC. NO. S01 R/W	SUMMIT TOWNSHIP, ERIE COUNTY	
PARCEL NO. 1	SHEET NO. 11, 12, 13	CLAIM NO. 2500956000	
PROPERTY OWNER(S) (A)			
GRANTOR(S) THE STATE PUBLIC SCHOOL BUILDING AUTHORITY			
DEED BOOK	PAGE	DEED	ACRE/SEC
1210	209	1493	173.700
DATE OF DEED	DATE OF RECORD	DATE OF DEED	DATE OF RECORD
03/11/1976	04/12/1976	04/15/1983	05/06/1983
CONSIDERATION	TAX STAMPS	CONSIDERATION	TAX STAMPS
\$6,823.88	\$1.00	\$1.00	\$1.00
TAX ID 40017078000900	TAX ID 40017078000900	TAX ID 40017078000900	TAX ID 40017078000900
DEED	ACRE/SEC	DEED	ACRE/SEC
1493	173.700	1493	173.700
RIGHT-OF-WAY	ACRE/SEC	RIGHT-OF-WAY	ACRE/SEC
CHANNEL	2.445	CHANNEL	2.445
SLOPE	-	SLOPE	-
DRAINAGE	-	DRAINAGE	-
TEMP. CONSTR.	0.151	TEMP. CONSTR.	0.151
VERIFICATION DATE 05/05/2020		VERIFICATION DATE 05/05/2020	
DRAWN BY MBE		DRAWN BY MBE	
SCALE AS SHOWN		SCALE AS SHOWN	

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE DEPARTMENT.



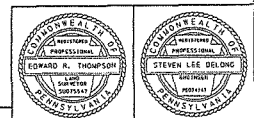
LEGEND

- REQUIRED RIGHT-OF-WAY AREA
- PARCEL IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER-NO TAKE

REFERENCE DRAWINGS	SHEET
SUMMARY OF PROJECT COORDINATES	4
GEOMETRY PLAN	5
REFERENCES & BENCHMARKS	6
T-534 PROFILE	18
RIGHT-OF-WAY CLAIM INFORMATION	19

SCALE
0 25 50 FEET

SURVEY BOOK NO'S 20532, 20533, 20544



DES BY: JCM DRAWN BY: RSH CHK'D BY: ERT

CONTINUED ON SHEET 13 OF 20

THE SCHOOL DISTRICTS OF AMITY TOWNSHIP, GREENE TOWNSHIP, GREENFIELD TOWNSHIP, VENANGO TOWNSHIP, WATTSBURG BOROUGH (N/K/A WATTSBURGH AREA SCHOOL DISTRICT), EDINBORO AREA UNION, MCKEAN UNION (N/K/A GENERAL WOLFE SCHOOL DISTRICT); FAIRVIEW UNION (N/K/A FAIRVIEW SCHOOL DISTRICT); FORT LEBOEUF MERGED (N/K/A FORT LEBOEUF SCHOOL DISTRICT); GIRARD UNION (N/K/A GIRARD SCHOOL DISTRICT); HARBORCREEK TOWNSHIP (N/K/A HARBORCREEK SCHOOL DISTRICT); IRROQUOIS AREA (N/K/A IRROQUOIS SCHOOL DISTRICT); WILLCREEK TOWNSHIP, NORTH EAST BOROUGH, NORTH EAST TOWNSHIP, (N/K/A NORTH EAST SCHOOL DISTRICT); NORTHWESTERN UNION (N/K/A NORTHWESTERN SCHOOL DISTRICT); UNION CITY AREA SCHOOL DISTRICT

TAX ID: 40017078000995
TAX ID: 40017078000901

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THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

BEGIN AUTHORIZATION
STA 260+36.65
T-534 (HAMOT ROAD)

CAROLYN S. CULLEN & PATRICK M. CULLEN, HUSBAND & WIFE, AN UNDIVIDED ONE-HALF (1/2) INTEREST AS TENANTS IN COMMON WITH STEPHEN J. ROMANCE, AN UNDIVIDED ONE-HALF (1/2) INTEREST, GRANTEES, AS TENANTS IN COMMON, EACH WITH AN UNDIVIDED ONE-HALF (1/2) INTEREST
TAX ID: 43017073002500

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
1-0	ERIE	4008	S01 R/W	12 OF 20
SUMMIT TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

CONTINUED ON SHEET 11 OF 20

END AUTHORIZATION
STA 348+00.00
T-512 (OLIVER ROAD)

MARY THERESA FETTE
TAX ID: 40017078000995

BEGIN AUTHORIZATION
STA 347+50.00
T-512 (OLIVER ROAD)

DEVELOPMENT
VEGETATION
W/ TOL CONDUIT
FOR TWP ROAD

ROBERT J. SOKOLOWSKI & DIANE S. SOKOLOWSKI, HIS WIFE
TAX ID: 43017073002500

THOMAS A. CHELKO & CHERYL J. DICKSON
TAX ID: 40017078000995

R/W RESERVED FOR SUMMIT TOWNSHIP SEWER AUTHORITY

END AUTHORIZATION
STA 257+84.00
T-534 (HAMOT ROAD)

BEGIN AUTHORIZATION
STA 257+00.00
T-534 (HAMOT ROAD)

CAROLYN S. CULLEN & PATRICK M. CULLEN, HUSBAND & WIFE
TAX ID: 43017073002500

ARTHUR H. KURTZ & VICTORIA L. KURTZ, HIS WIFE
TAX ID: 43017073002500

REFERENCE DRAWINGS	SHEET
SUMMARY OF PROJECT COORDINATES	4
GEOMETRY PLAN	5
REFERENCES & BENCHMARKS	6
SR 4008 PROFILE	15
T-512 PROFILE	16
T-534 PROFILE	17
RIGHT-OF-WAY CLAIM INFORMATION	19-20

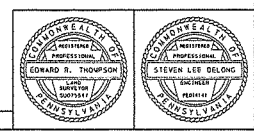
TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE DEPARTMENT.

REQUIRED RIGHT-OF-WAY FOR LOCAL ROADS OR STREETS IS ACQUIRED FOR THE BENEFIT OF THE APPLICABLE MUNICIPALITY IN THE SAME ESTATE OR INTEREST AS DESIGNATED HEREIN FOR REQUIRED RIGHT-OF-WAY FOR STATE HIGHWAY PURPOSES, ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT AND USE OF THE COMMONWEALTH. TITLE SHALL VEST IN THE APPLICABLE LOCAL MUNICIPALITY UPON ACQUISITION AND MAINTENANCE RESPONSIBILITY SHALL TRANSFER UPON THE COMPLETION OF CONSTRUCTION.

LEGEND

- REQUIRED RIGHT-OF-WAY AREA
- PARCEL IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER-NO TAKE

SCALE
0 25 50 FEET

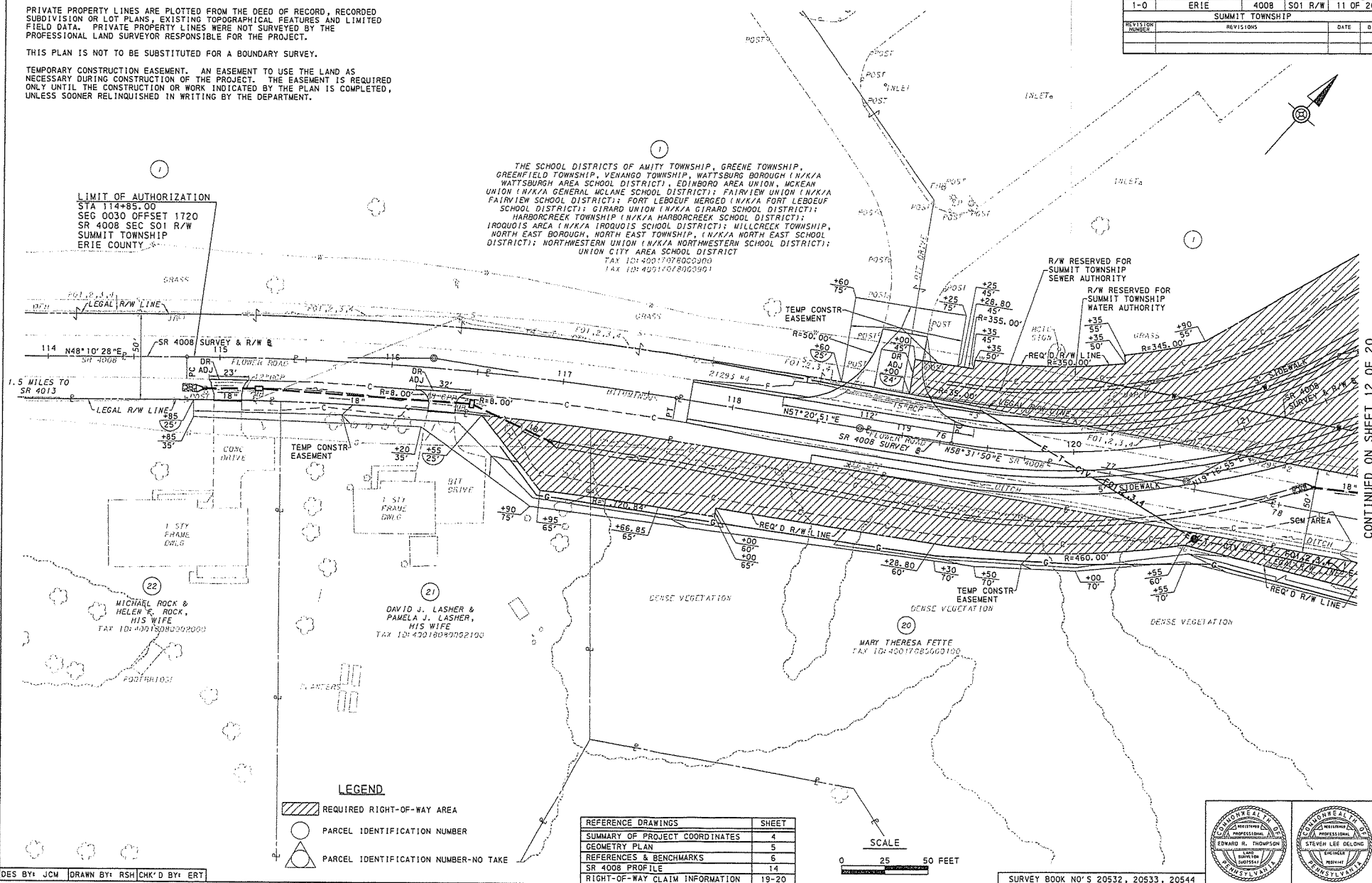


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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
1-0	ERIE	4008	S01 R/W	11 OF 20
SUMMIT TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



CONTINUED ON SHEET 12 OF 20

RESOLUTION NO. _____

**RESOLUTION OF THE MILLCREEK TOWNSHIP
SCHOOL DISTRICT, FAIRVIEW SCHOOL DISTRICT,
NORTHWESTERN SCHOOL DISTRICT, FORT LEOEUF
SCHOOL DISTRICT, GENERAL MCLANE SCHOOL
DISTRICT, GIRARD SCHOOL DISTRICT, HARBOR
CREEK SCHOOL DISTRICT, IROQUOIS SCHOOL
DISTRICT, NORTH EAST SCHOOL DISTRICT, UNION
CITY AREA SCHOOL DISTRICT, AND WATTSBURG
SCHOOL DISTRICT AUTHORIZING THE EXECUTION OF
A SANITARY SEWER RIGHT-OF-WAY WITH THE
SUMMIT TOWNSHIP SEWER AUTHORITY**

WHEREAS, , the Millcreek Township School District, the Fairview School District, the Northwestern School District, the Fort LeBoeuf School District, the General McLane School District, the Girard School District, the Harbor Creek School District, the Iroquois School District, the North East School District, the Union City Area School District, and Wattsburg School District (the “Participating Districts”) have adopted the Articles of Agreement for Operation to jointly participate in the education of vocational technical students at the Erie County Technical School (“ECTS”);

WHEREAS, the Participating District’s jointly own certain real estate located in Summit Township, Erie County, Pennsylvania, consisting of 155.62 acres, located at 8500 Oliver Road in Summit Township, Erie County, Pennsylvania, and bearing Erie County Tax Index No. 40-17-78-9 and 40-17-78-9.01 (the “Property”) which is used as the ECTS educational building; and

WHEREAS, the Pennsylvania Department of Transportation will be constructing a roundabout near the Property and is requiring the Summit Township Sewer Authority (“STSA”) to relocate its sanitary sewer lines as a result of this construction; and

WHEREAS, the Joint Operating Committee of the ECTS has recommended that the Participating Districts execute an easement agreement with the STSA to facilitate the relocation of the STSA’s sanitary sewer lines; and

WHEREAS, the Participating Districts have desire to execute a Sanitary Sewer Right-of-Way Agreement (the “Agreement”) with the STSA to allow the Property to receive sanitary sewage service.

NOW THEREFORE, BE IT RESOLVED by the Boards of School Directors of the Participating Districts as follows:

1. Recitals. The recitals listed above are incorporated herein as if more fully set forth.
2. Approval of Agreement. The Agreement with the STSA is hereby approved. The Agreement is attached hereto and incorporated herein as Exhibit A.

3. Effective Date. This Resolution shall take effect upon the approval of the Board of Directors for each Participating District.

Signature Page to Follow

This Resolution was adopted by the Board of Directors of the Millcreek Township School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

MILLCREEK TOWNSHIP SCHOOL DISTRICT

By: _____ By: _____
Secretary President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fairview School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

FAIRVIEW SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Northwestern School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

NORTHWESTERN SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fort LeBoeuf School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

FORT LEBOEUF SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the General McLane School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

GENERAL MCLANE SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Girard School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

GIRARD SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Harbor Creek School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

HARBOR CREEK SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Iroquois School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

IROQUOIS SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the North East School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

NORTH EAST SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Union City Area School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

UNION CITY AREA SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Wattsburg Area School District at a meeting duly convened and held on February 15, 2021 by a vote of 7 to 0 with 2 absent.

WATTSBURG AREA SCHOOL DISTRICT

By: 
Secretary

By: 
President, Board of School Directors

EXHIBIT A

SANITARY SEWER RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of January, 2022, by and between: FAIRVIEW SCHOOL DISTRICT, FORT LEOBOEUF SCHOOL DISTRICT, GENERAL MCLANE SCHOOL DISTRICT, GIRARD SCHOOL DISTRICT, HARBORCREEK SCHOOL DISTRICT, IROQUOIS SCHOOL DISTRICT, MILLCREEK TOWNSHIP SCHOOL DISTRICT, NORTH EAST SCHOOL DISTRICT, NORTHWESTERN SCHOOL DISTRICT, UNION CITY SCHOOL DISTRICT, WATTSBURG SCHOOL DISTRICT. All being School Districts of the Commonwealth of Pennsylvania located in Erie County, Pennsylvania being the participating school districts of Erie County Area Vocational Technical School, hereinafter referred to as "Grantor";

AND

SUMMIT TOWNSHIP SEWER AUTHORITY, 8890 Old French Road, Erie, PA 16509, hereinafter referred to as "Grantee,"

WHEREAS, Grantor is the owner of certain real estate (the "Property") located in Summit Township, Erie County, Pennsylvania, consisting of 155.562 acres, more or less, located at 8500 Oliver Road, in Summit Township, Erie County, Pennsylvania, and bearing Erie County Tax Index Nos. 40-17-78-9 and 40-17-78-9.01.

NOW, THEREFORE, for the promises exchanged herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, a permanent easement for purposes of constructing, operating, maintaining, replacing, repairing and removing public sanitary sewer pipe lines, manholes and related appurtenances thereto ("Sewer Facilities"), over the Property. The easement is set forth on the map attached hereto as Exhibit "A."
2. Grantor further grants to Grantee, or the Grantee's assigns, the temporary right to occupy other lands of Grantor in, on, and abutting the permanent easement for access and all purposes aforesaid, including all rights and privileges accessory or incidental to the complete use and enjoyment of this grant by Grantee.
3. Grantee hereby agrees to, and Grantee's assigns shall be required to restore, at its expense any physical damage to the property of Grantor with the exception of replacement of existing trees and/or shrubs, to the same condition as existed prior to Grantee's or Grantee's assigns' activities. This restoration shall be done not only upon the initial construction of the Sewer Facilities but on any subsequent maintenance, repair, improvement, or removal thereof.
4. Grantor hereby specifically reserves the right to use the surface of the easement in any manner Grantor deems, provided that such use shall not interfere with, obstruct or endanger

any rights granted herein; and further provided, that no earth fill or excavations will be placed on or undertaken within such easement and no building or other structure will be erected on or within the easement.

5. Grantee, in consideration for this easement, agrees that it will hold the Grantor harmless from any claim, suit, or causes of action for damage to the persons or property arising out of or in conjunction with the construction or use, maintenance, repair, replacement, removal of said Sewer Facilities and appurtenances performed by the Grantee only. Grantee agrees to indemnify Grantor for all expenses incurred as a result of said claim, including reasonable attorney's fees.

6. This Easement shall be deemed as a covenant running with the land and shall be binding on the Grantor, its heirs, assigns and successors in title.

[SIGNATURE PAGES TO FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

FAIRVIEW SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Fairview School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

FORT LEBOEUF SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Fort LeBoeuf School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

GENERAL MCLANE SCHOOL
DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the _____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of General McLane School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

GIRARD SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Girard School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

HARBORCREEK SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Harborcreek School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

IROQUOIS SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Iroquois School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

MILLCREEK TOWNSHIP SCHOOL
DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Millcreek Township School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

NORTH EAST SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of North East School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

NORTHWESTERN SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Northwestern School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

UNION CITY SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Union City School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTOR:

WATTSBURG SCHOOL DISTRICT

By _____

By _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared _____, who acknowledged himself/herself to be the _____ of Wattsburg School District, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this instrument to be executed by affixing their hands and seals on the day and year first above written.

ATTEST:

GRANTEE:

SUMMIT TOWNSHIP SEWER
AUTHORITY

By _____
Laban Marsh, Secretary

By _____
Chris Fette, Chairman

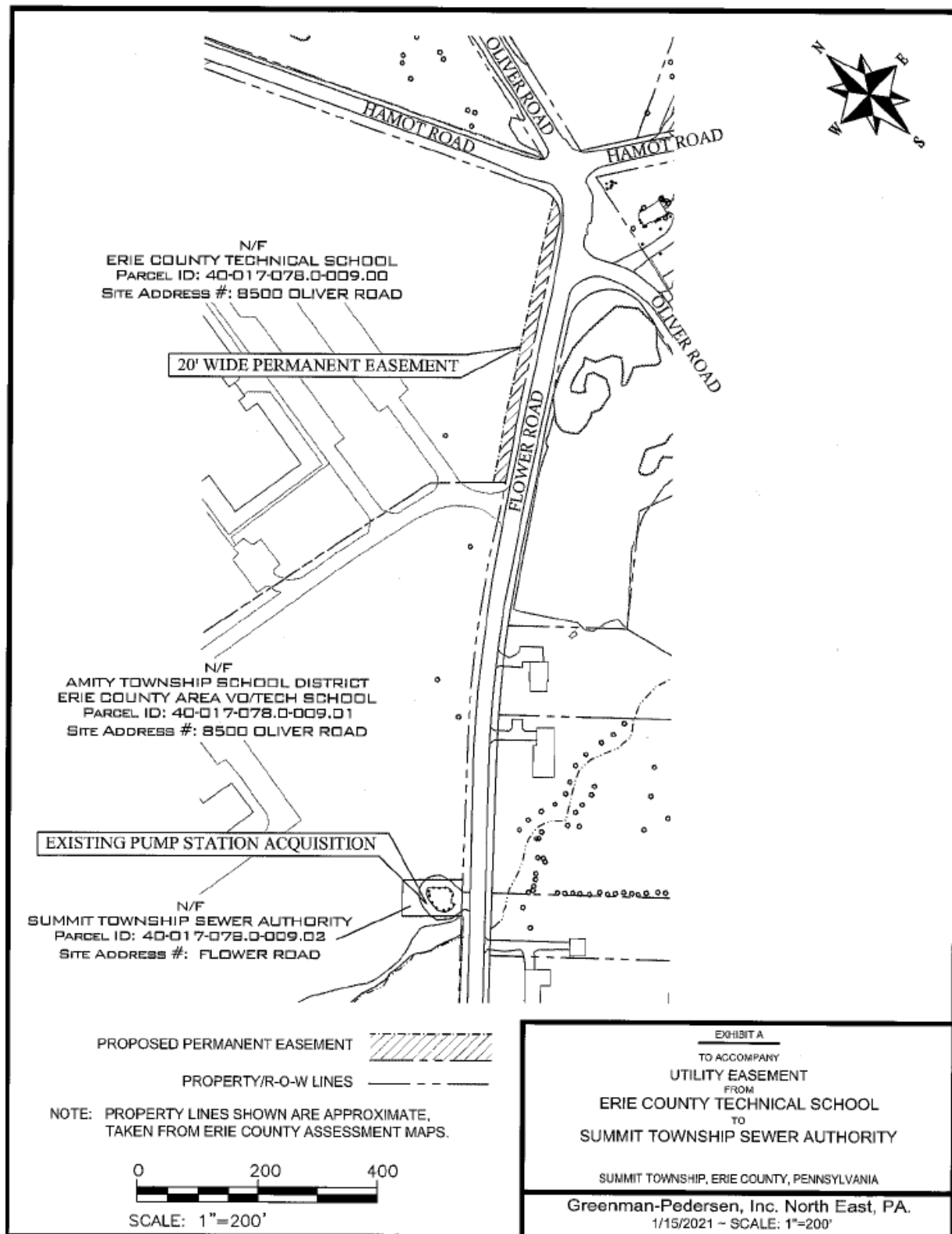
ACKNOWLEDGEMENT

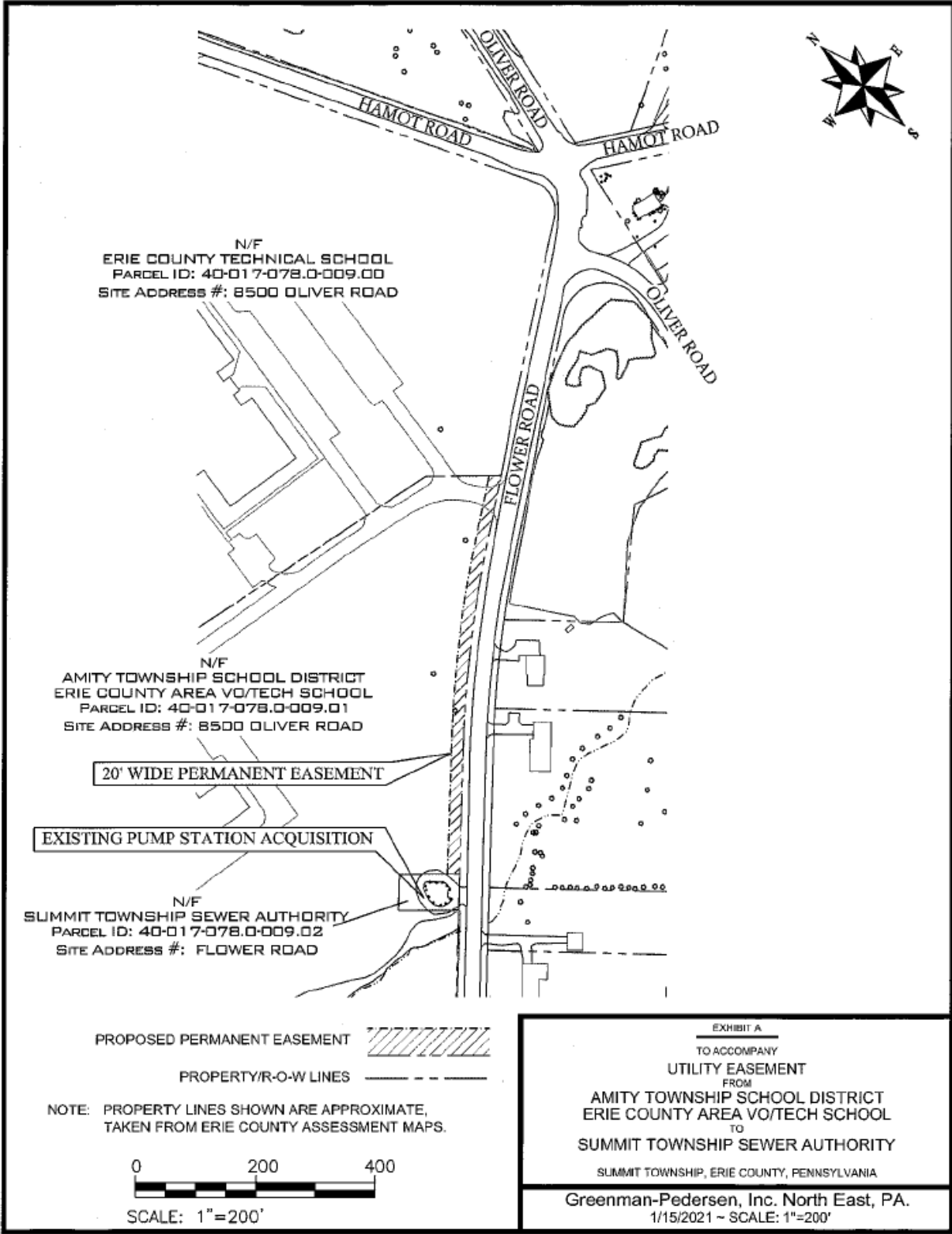
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ERIE :

On this, the ____ day of January, 2021, before me, a Notary Public, in and for said county and state, personally appeared Chris Fette, who, acknowledged himself to be the Chairman of the Summit Township Sewer Authority, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notary Public







Erie County Conservation District

1927 Wager Road

Erie, PA 16509

Phone: 814-825-6403 fax: 814-825-6033

Email: eriecons@erieconservation.com

Thomas McClure – District Manager



January 26, 2021

Erie County Technical School
Attn: Dr. H. Fred Walk
8500 Oliver Road
Erie, PA 16509

Re: Completeness Notification Letter – General NPDES Permit for Stormwater Discharges
Associated with Construction Activities

Project: Erie County Technical School

NPDES Permit Application Number: PAC250123

Summit Township, Erie County

Dear Dr. Walk:

The Erie County Conservation District (District) has reviewed the above referenced Notice of Intent (NOI) for completeness, and has determined that the NOI is complete and technically adequate. The District will now proceed with the technical review of the NOI. During the technical review, the adequacy of the application and its components will be evaluated to determine if sufficient information exists to render a decision on the technical merits of your NOI.

If you have additional questions, please feel free to contact me at the above telephone number and refer to Permit Application Number **PAC250123**.

Sincerely,

Gene R. Clemente
Technical Manager
Erie County Conservation District

cc: Sanford
Summit Twp.
DEP NWRO
CD File

RESOLUTION NO. _____

RESOLUTION OF THE MILLCREEK TOWNSHIP SCHOOL DISTRICT, FAIRVIEW SCHOOL DISTRICT, NORTHWESTERN SCHOOL DISTRICT, FORT LEBOEUF SCHOOL DISTRICT, GENERAL MCLANE SCHOOL DISTRICT, GIRARD SCHOOL DISTRICT, HARBOR CREEK SCHOOL DISTRICT, IROQUOIS SCHOOL DISTRICT, NORTH EAST SCHOOL DISTRICT, UNION CITY AREA SCHOOL DISTRICT, AND WATTSBURG SCHOOL DISTRICT AUTHORIZING THE ERIE COUNTY TECHNICAL SCHOOL TO PROCEED WITH THE CAPITAL PROJECT TO RENOVATE THE SCHOOL BUILDING AT 8500 OLIVER ROAD AND COMMITTING TO THE CONTRIBUTION OF THEIR SHARE OF THE COST OF THE CAPITAL PROJECT.

WHEREAS, the Millcreek Township School District, the Fairview School District, the Northwestern School District, the Fort LeBoeuf School District, the General McLane School District, the Girard School District, the Harbor Creek School District, the Iroquois School District, the North East School District, the Union City Area School District, and Wattsburg School District (the “Participating Districts”) have adopted the Articles of Agreement for Operation to jointly participate in the education of vocational technical students at the Erie County Technical School (“ECTS”); and

WHEREAS, the Articles of Agreement for Operation contain a capital outlay formula (the “Capital Formula”) which identifies the proportionate share of cost that each of the Participating Districts must contribute for capital construction projects; and

WHEREAS, the ECTS has proposed a \$32.5 million dollar capital project which will provide needed renovations, furniture and equipment for the ECTS school building located at 8500 Oliver Road, Erie, PA 16509 (the “Project”); and

WHEREAS, the Millcreek Township School District has proposed a revision to the Capital Formula for future construction projects involving the ECTS with a deadline of completion for the revision by date of commencement of the Project; and

WHEREAS, the Participating Districts are desirous of proceeding with the Project and wish to memorialize their commitment to paying their proportionate share of the cost; and

WHEREAS, the Participating Districts wish to reduce the budget for the Project as opposed to revising the Capital Formula prior to commencing construction on the Project; and

WHEREAS, the Participating Districts believe that renovating the ECTS building will be beneficial for the operations of ECTS and its students.

NOW THEREFORE, BE IT RESOLVED by the Boards of School Directors of the Participating Districts as follows:

1. Recitals. The recitals listed above are incorporated herein as if more fully set forth.

2. Project Approval. The Participating Districts hereby approve and authorize the ECTS administration to commence all necessary activities to move forward and complete the Project at 8500 Oliver Road, Erie, PA 16509 at the new budget amount of \$27,775,000.00, without a revision to the Capital Formula.

3. Commitment to Cost Allocation. The Participating Districts hereby commit their proportionate share of funding for the Project as follows:

Reduced Project Cost with New Market Values			\$ 27,775,000.00
	*2019 MV	Percent Share	Cost
Fairview	\$ 874,125,579.00	8.40%	\$ 2,331,816.34
Fort LeBoeuf	\$ 1,336,690,907.00	12.84%	\$ 3,565,755.05
General McLane	\$ 952,031,320.00	9.14%	\$ 2,539,637.60
Girard	\$ 490,851,545.00	4.71%	\$ 1,309,394.99
Harbor Creek	\$ 976,259,365.00	9.38%	\$ 2,604,268.30
Iroquois	\$ 244,234,167.00	2.35%	\$ 651,518.77
Millcreek	\$ 3,712,482,805.00	35.66%	\$ 9,903,414.64
North East	\$ 570,465,975.00	5.48%	\$ 1,521,774.35
Northwestern	\$ 424,834,039.00	4.08%	\$ 1,133,286.77
Union City	\$ 262,703,169.00	2.52%	\$ 700,786.66
Wattsburg	\$ 567,306,653.00	5.45%	\$ 1,513,346.54
	\$10,411,985,524.00	100.00%	\$ 27,775,000.00

4. Future Negotiation of the Capital Formula. The Participating Districts hereby agree that they have reviewed the Millcreek Township School District's revision to the Capital Formula and will discuss a revision of the Capital Formula in the future without deadline or impact on the current Project.

5. Effective Date. This Resolution shall take effect upon the approval of the Board of School Directors for each Participating District.

Signature Page to Follow

This Resolution was adopted by the Board of Directors of the Millcreek Township School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

MILLCREEK TOWNSHIP SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fairview School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

FAIRVIEW SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Northwestern School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

NORTHWESTERN SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Fort LeBoeuf School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

FORT LEBOEUF SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the General McLane School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

GENERAL MCLANE SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Girard School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

GIRARD SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Harbor Creek School District at a meeting duly convened and held on _____, 20____ by a vote of _____ to _____.

HARBOR CREEK SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Iroquois School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

IROQUOIS SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the North East School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

NORTH EAST SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Union City Area School District at a meeting duly convened and held on _____, 20__ by a vote of _____ to _____.

UNION CITY AREA SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

This Resolution was adopted by the Board of Directors of the Wattsburg Area School District at a meeting duly convened and held on February 15, 2021 by a vote of 5 to 2 with 2 absent. WATTSBURG AREA SCHOOL DISTRICT

By: 
Secretary

By: 
President, Board of School Directors

2227634.v1

ERIE COUNTY TECHNICAL SCHOOL

RESOLUTION

**RESOLUTION OF THE JOINT OPERATING COMMITTEE
OF THE ERIE COUNTY TECHNICAL AUTHORIZING
HRLC ARCHITECTS, LLC TO PROCEED TO REQUEST
BIDS FOR THE CAPITAL PROJECT.**

WHEREAS, HRLC Architects, LLC have prepared plans and specifications for the Capital Project at the Erie County Technical School; and

WHEREAS, in order for this Capital Project to proceed the acquisition of bids is necessary; and

NOW THEREFORE BE IT RESOLVED by the Joint Operating Committee of the Erie County Technical School, Erie County, Pennsylvania, as follows:

1. The Joint Operating Committee of the Erie County Technical School authorized HRLC Architects LLC to request bids on the Capital Project at the Erie County Technical School pursuant to the plans and specifications.

This Resolution was adopted by the Joint Operating Committee of the Erie County Technical School at a meeting duly convened and held on February 25, 2021 by a vote of _____ to _____.

ERIE COUNTY TECHNICAL SCHOOL

By: _____
Secretary

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: February 16, 2021

SUBJECT: Curriculum

CATEGORY: **Operations:** X **Policy:** **Information:** **Personnel:**

INITIATED BY: Sandra Carr

DESCRIPTION: Douglas Education Center will offer advanced standing for up to 28 credits to Erie County Technical School Cosmetology students completing at least 450 reported hours to the State Board of Cosmetology, recommendation from the instructor, and achieving a grade of B (3.0) or higher.

The Articulation Agreement is attached.

RECOMMENDATION: Motion to ratify the Articulation Agreement between Douglas Education Center and the Erie County Technical School for the Cosmetology program.

Articulation Agreement Between Douglas Education Center And

Erie County Technical School
8500 Oliver Road, Erie, PA 16509

Purpose:

In order to provide secondary school students with a continuation of education devoid of unnecessary duplication of instruction and delay in attaining educational career objectives, Douglas Education Center and Erie County Technical School have entered into this articulation agreement for the programs and/or courses listed below.

Awarding of Credit – Cosmetology Program

Before advanced standing can be awarded in the Cosmetology Program at Douglas Education Center, the following conditions must be met.

1. Applicants must have attained at least 450 reported hours to the State Board of Cosmetology and verification must be submitted to Douglas Education Center.
2. Applicants must meet all of Douglas Education Center's requirements for admission.
3. Students must have received a B (3.0) or higher to receive advanced standing.
4. Students will need a letter of recommendation from one instructor in their program of study.
5. Application for advanced standing must be made within two (2) years of graduation from Erie County Technical School. If more than two (2) years have lapsed, acceptance of credit will be at the discretion of Douglas Education Center.
6. Upon review of the student's proficiency levels on the attached form, the student **may** be given advanced standing for one or both of the following semesters, as outlined below:

		Semester 1			Semester 2
Credits	Hours	Course	Credits	Hours	Course
7	195	CO101 Chemicals I	2	75	CO106 Chemicals II
1	45	CO102 Professional Practices/Salon Management I	1	45	CO107 Professional Practices/Salon Management II
1	45	CO103 Science I	4	105	CO108 Hair Design/Hair Sculpture II
3	105	CO104 Hair Design/Hair Sculpture I	7	225	CO109 Clinic I
2	60	CO105 Nails and Skin			

7. This agreement will commence upon the date of execution of this agreement and shall continue until such time as the agreement is terminated. This agreement may be terminated in whole or in part by either party serving the other with written notice one semester in advance.

Curriculum:

Curriculum, including competencies, is subject to review annually by Erie County Technical School and Douglas Education Center. Each school may determine it to be necessary to revise their curriculum to maintain up-to-date content.

Signatures:



Vice President of Academic Affairs, Douglas Education Center

1/26/21

Date

Principal/ School Official of High School or Technical School

Date

Douglas Education Center

Competency List for

CO101 Chemicals I

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Possess the basic skills needed to prepare and understand the formulas and methods to formulate and/or understand hair color, relaxers, and chemical processes.
					2. Perform applications of hair color.
					3. Understand universal safety precautions when applying color.
					4. Possess the skills necessary to execute a double process blonde.
					5. Understand when and why fillers are used.
					6. Perform basic highlighting techniques including cap and foils.
					7. Understand the cycle of hair growth and its structure.
					8. Be able to identify different hair disorders and how to treat them.
					9. Be able to identify hair diseases.
					10. Possess the skills necessary to perform any type of shampoo service.
					11. Be able to execute multiple perm wraps including: basic, bricklay, spiral, piggyback, candlestick.
					12. Students should have completed a complete permanent wave on a mannequin following manufacturer's instructions.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO102 Professional Practices/Salon Management I

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Understand how to effectively manage his or her clientele in the salon.
					2. Act in a professional manner in the workplace and with clients.
					3. Handle all aspects of booking and maintaining clients.
					4 Understand how your values and your clients' values allow you to provide better service.
					5. Understand the service cycle.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO103 Science I

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Possess the basic understanding in Microbiology.
					2. Identify bones, muscle and nerves that pertain to cosmetology.
					3. Understand the reasoning behind the skills needed to perform cosmetology functions as applied to the human body.
					4. Know how chemicals used in cosmetology react and interact and what chemicals may be used in conjunction with other chemicals
					5. Recognize the structure and function of bacteria and viruses by their types.
					6. List simple safety and first aid applications for minor burns, cuts, choking, eye injury, and fainting procedures.
					7. Identify the procedures and precautions for infection control procedures used in schools and salons.
					8. Explain the relationship and function of cells, tissues, and primary organs within the human body.
					9. Identify the structure, function and primary cosmetological significance, where appropriate, of 8 major body systems.
					10. Define the 10 major terms used in electricity; describe the safety measures to be followed when using electrical appliances.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO104 Hair Design/Hair Sculpture I

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Correctly identify and handle all types of hair shaping implements. (shears, razor, clippers)
					2. Possess the skills necessary to execute basic haircuts and finishing designs.
					3. Understand the components of design and how to complete a client consultation.
					4. Understand the parts of a pin curl and their uses.
					5. Correct use of a marcel curling iron, and blow dryer.
					6. Understand the different types of rollers and their uses.
					7. Demonstrate proper applications of molding, scaling, and finger waving.
					8. Understand the four basic haircuts. (0°,90°,45°, 180°)
					9. Demonstrate proper cutting procedures with shears, razor or clippers.
					10. Demonstrate how to do a comb-out.
					11. Understand different hair textures and how to execute a press and curl.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO105 Nails and Skin

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Understand the fundamentals of nail care, its disorders and diseases, what we can treat and what we must refer to a physician.
					2. Understand the fundamentals of skin care, its disorders and diseases, what we can treat and what we must refer to a physician.
					3. Understand the fundamentals of makeup and be able to apply a basic makeup application.
					4. Understand the functions of the skin and apply a basic facial with a makeup application.
					5. Understand the various skin types and proper maintenance of each skin type.
					6. Understand and successfully execute a basic manicure and pedicure.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO106 Chemicals II

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Possess the skills needed to formulate and apply color based on corrective color scenarios.
					2. Perform advanced highlighting techniques including Balayage, Hombre', and different foiling techniques.
					3. Perform chemical relaxer services including, sodium and thio based products as well as reformation curl.
					4. Know the PA state laws for cosmetology.
					5. Know Pa Title 49 Pa code as it pertains to cosmetology.
					6. Successfully pass a state law exam.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO107 Professional Practices/Salon Management II

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Students must know how to design a salon following Pa state law.
					2. Students must understand the cost of equipment.
					3. Students must analyze the costs involved when performing each service.
					4. Students should have created a service menu for their salon.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO108 Hair Design/Hair Sculpture II

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Correctly identify and handle all types of hair shaping implements. (shears, razor, clippers)
					2. Possess the skills necessary to execute advanced mens haircutting.
					3. Understand the components of design and how to complete a client consultation.
					4. Possess the skills necessary to execute different types of braiding techniques.
					5. Possess the skills and knowledge to execute different types of hair extensions, including sewn in tracks, hair fusions, and glued in tracks.
					6. Possess skills necessary to execute wedding, prom and more formal updos.

Instructor

Date

Counselor/Administrator

Date

Douglas Education Center

Competency List for

CO109 Clinic I

Please assess each competency by checking appropriate box, sign and date, then forward to:

The Admissions Office
Douglas Education Center
130 Seventh Street
Monessen, PA 15062

Student Name

S/S Number

1. Not introduced
2. Knowledge
3. Application
4. Competency
5. Proficiency

Student must have reached proficiency level five (5) in each skill area to receive advanced standing for the course:

1	2	3	4	5	
					1. Understand how to correctly set up a work station.
					2. Know how to greet clients in a professional manner.
					3. Know how to do a complete client consultation.
					4. Possess the skills necessary to execute all hair care services learned

Instructor

Date

Counselor/Administrator

Date

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: February 16, 2021

SUBJECT: Curriculum

CATEGORY: **Operations:** X **Policy:** **Information:** **Personnel:**

INITIATED BY: Sandra Carr

DESCRIPTION: Northern Pennsylvania Regional College will offer 9 credits of Prior Learning Credit to be applied to the Associate of Applied Science in Early Childhood Education with a specialization in PreK/Paraprofessional to Erie County Technical School Early Childhood Education students completing three years in the program with grades of no less than a B in each year of study, achieving a proficiency level of Advanced on the NOCTI assessment, and obtaining the CDA-Ready Certificate or CDA Credential at the pre-school level.

The Articulation Agreements are attached for 2020-2021 and 2021-2022.

RECOMMENDATION: Motion to ratify the Articulation Agreements between Northern Pennsylvania Regional College and the Erie County Technical School for the Early Childhood Education program.

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

PRIOR LEARNING CREDIT AGREEMENT
WITH
ERIE COUNTY TECHNICAL SCHOOL
2020-2021

THIS AGREEMENT, is made this _____ day of _____, 2020 by and between Northern Pennsylvania Regional College, (hereinafter referred to as “NPRC”) a post-secondary educational institution in the Commonwealth of Pennsylvania authorized by the Pennsylvania Department of Education to grant associate degrees and the ERIE COUNTY TECHNICAL SCHOOL, located at 8500 Oliver Road, Erie PA 16509 (herein after referred to as “school” or “Paying Party”).

BACKGROUND

WHEREAS, NPRC is an educational institution that provides courses in the area of education and is desirous of providing such an educational experience to students; and

WHEREAS, the School is desirous of establishing a relationship with NPRC whereby its students may receive prior learning credit for college education subject to the provisions of this agreement (referred to hereinafter as “Agreement” or “Contract”); and

NOW THEREFORE, the Parties hereto agree as follows:

I. PURPOSE

The Purpose of the Prior Learning Credit and this Agreement is to allow eligible and appropriately qualified high school students the benefit of receiving college credit for prior learning experiences.

II. DUTIES AND RESPONSIBILITIES OF NPRC

- a. *Awarding of Credit.* NPRC shall have the final responsibility for awarding prior learning credit through the Office of the Registrar.

III. DUTIES AND RESPONSIBILITIES OF THE SCHOOL

- a. *Student Records.* The School shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- b. *Recruitment.* The School shall inform eligible students regarding the opportunity for Prior Learning Credit at NPRC.

IV. **MUTUAL TERMS AND CONDITIONS**

- a. *Term of Agreement.* The term of this Agreement shall be from July 1, 2020, through June 30, 2021.
- b. *Principles of Agreement.*
 - i. *Student Criteria.* A student who has met all the following criteria will have the opportunity to request 9 credits of Prior Learning Credit through the Office of the Registrar to be applied to the Associate of Applied Science in Early Childhood Education with a specialization in PreK / Paraprofessional:
 - 1. a high school diploma designating satisfactory completion of three years in the Early Childhood Education program at Erie County Technical School with grades of no less than a B in each year of program study
 - 2. achieved a proficiency level of Advanced on the National Occupational Competency Testing Institute's (NOCTI) end-of-program assessment
 - a. or, under extreme circumstances in lieu of an administrated NOCTI examination, equivalency approved by NPRC's Dean of Curriculum and Instruction, or designee
 - 3. obtained the CDA-Ready Certificate or CDA Credential at the preschool level.
 - ii. *Eligibility Period.* To request Prior Learning Credit under this agreement, the student must apply and be admitted to NPRC within five years of completing their program at Erie County Technical School.
 - iii. *Admission of Student.* Participation in the program at Erie County Technical School does not guarantee admission to NPRC. All students will follow established guidelines for general admission to the College.
 - iv. *Student Transcript.* The student must forward an official high school transcript verifying program completion to NPRC. Any costs associated with this transcript will be paid by the student.
 - v. *NOCTI Assessment.* The student must forward an official document with assessment achievement level to NPRC. Any costs associated with this document will be paid by the student.
 - vi. *CDA Credential.* The student must forward an official document stating that the student has earned the CDA-Ready Certificate or been awarded

the CDA Credential at the preschool level. Any costs associated with this transcript will be paid by the student.

- f. *Promotional Materials.* Both NPRC and the School agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and Prior Learning Credit procedures to parents and students.
- g. *Committee Members.* The Prior Learning Credit Committee appointed for the term of this Agreement is comprised of the following individuals:
 - Ms. Sandy Carr, Supervisor of Instructional Support, Erie County Technical School
 - Ms. Kim Fox, Instructor of Early Childhood Education, Erie County Technical School
 - Ms. Melinda Saunders, Dean of Curriculum and Instruction, Northern Pennsylvania Regional College
 - Ms. Lori McNeal, Registrar, Northern Pennsylvania Regional College
 - Ms. Leigh Anne Kraemer-Naser, Instructor of Early Childhood Education, Northern Pennsylvania Regional College

Notwithstanding Section V(2) of this Agreement, the Parties agree that, in the event that any member of the Prior Learning Credit Committee becomes unable to serve in said capacity for any reason during the term of this Agreement, the School or NPRC shall be entitled to select a new member without the need to amend this Agreement.

- j. *Notice.* All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

Erie County Technical School
8500 Oliver Road
Erie, PA 16509
ATTN : Director

Northern Pennsylvania Regional College
300 2nd Avenue, Suite 5
Warren, PA 16365
ATTN: Melinda Saunders
Dean of Curriculum and Instruction

V. **TERMS AND CONDITIONS FOR CONTRACTS WHERE NPRC IS RECEIVING MONEY AND/OR PERFORMING SERVICES**

- 1. **Liability.** Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Contract. This provision shall not be construed to limit the School's claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of NPRC or the School.

2. **Amendments.** This Contract represents the complete agreement between the Parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Contract shall be in writing in the form of a supplemental agreement signed by all necessary Parties, shall set forth therein the proposed change, correction, or addition, and shall be approved by the School's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.
3. **Applicable Law.** This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Paying Party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Paying Party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
4. **Independent Contractor.** In performing the services required by the Contract, each Party will act as an independent contractor and not as an employee or agent of the other Party. The relationship of the Parties to this Contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
5. **Conflict in Terms.** Should any portion of the Agreement contain terms which conflict with those contained within this page, the terms contained on this page shall unequivocally control.
6. **Termination of Contract.** NPRC or School has the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice to the other Party:
 - (a) Termination for Convenience. NPRC or School shall have the right to terminate the Contract for its convenience if it determined termination to be in its best interest.
 - (b) Termination for Cause. NPRC or School shall have the right to terminate the Contract upon written notice for the other Party's default as to any of the terms contained in the Contract between the Parties or by law. If it is later determined that NPRC or School erred in terminating the Contract for cause, then, at NPRC's or School's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed the Agreement as of the date previously indicated.

ATTEST: (SEAL)

ERIE COUNTY TECHNICAL SCHOOL

Secretary

_____(SEAL)

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

Linda M. Fleming

Dr. Linda M. Fleming,
Vice President of Academic and Student Affairs

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

PRIOR LEARNING CREDIT AGREEMENT
WITH
ERIE COUNTY TECHNICAL SCHOOL
2021-2022

THIS AGREEMENT, is made this _____ day of _____, 2021 by and between Northern Pennsylvania Regional College, (hereinafter referred to as “NPRC”) a post-secondary educational institution in the Commonwealth of Pennsylvania authorized by the Pennsylvania Department of Education to grant associate degrees and the ERIE COUNTY TECHNICAL SCHOOL, located at 8500 Oliver Road, Erie PA 16509 (herein after referred to as “school” or “Paying Party”).

BACKGROUND

WHEREAS, NPRC is an educational institution that provides courses in the area of education and is desirous of providing such an educational experience to students; and

WHEREAS, the School is desirous of establishing a relationship with NPRC whereby its students may receive prior learning credit for college education subject to the provisions of this agreement (referred to hereinafter as “Agreement” or “Contract”); and

NOW THEREFORE, the Parties hereto agree as follows:

I. PURPOSE

The Purpose of the Prior Learning Credit and this Agreement is to allow eligible and appropriately qualified high school students the benefit of receiving college credit for prior learning experiences.

II. DUTIES AND RESPONSIBILITIES OF NPRC

- a. *Awarding of Credit.* NPRC shall have the final responsibility for awarding prior learning credit through the Office of the Registrar.

III. DUTIES AND RESPONSIBILITIES OF THE SCHOOL

- a. *Student Records.* The School shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- b. *Recruitment.* The School shall inform eligible students regarding the opportunity for Prior Learning Credit at NPRC.

IV. **MUTUAL TERMS AND CONDITIONS**

- a. *Term of Agreement.* The term of this Agreement shall be from July 1, 2021, through June 30, 2022.
- b. *Principles of Agreement.*
 - i. *Student Criteria.* A student who has met all the following criteria will have the opportunity to request 9 credits of Prior Learning Credit through the Office of the Registrar to be applied to the Associate of Applied Science in Early Childhood Education with a specialization in PreK / Paraprofessional:
 - 1. a high school diploma designating satisfactory completion of three years in the Early Childhood Education program at Erie County Technical School with grades of no less than a B in each year of program study
 - 2. achieved a proficiency level of Advanced on the National Occupational Competency Testing Institute's (NOCTI) end-of-program assessment
 - a. or, under extreme circumstances in lieu of an administrated NOCTI examination, equivalency approved by NPRC's Dean of Curriculum and Instruction, or designee
 - 3. obtained the CDA-Ready Certificate or CDA Credential at the preschool level.
 - ii. *Eligibility Period.* To request Prior Learning Credit under this agreement, the student must apply and be admitted to NPRC within five years of completing their program at Erie County Technical School.
 - iii. *Admission of Student.* Participation in the program at Erie County Technical School does not guarantee admission to NPRC. All students will follow established guidelines for general admission to the College.
 - iv. *Student Transcript.* The student must forward an official high school transcript verifying program completion to NPRC. Any costs associated with this transcript will be paid by the student.
 - v. *NOCTI Assessment.* The student must forward an official document with assessment achievement level to NPRC. Any costs associated with this document will be paid by the student.
 - vi. *CDA Credential.* The student must forward an official document stating that the student has earned the CDA-Ready Certificate or been awarded

the CDA Credential at the preschool level. Any costs associated with this transcript will be paid by the student.

- f. *Promotional Materials.* Both NPRC and the School agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and Prior Learning Credit procedures to parents and students.
- g. *Committee Members.* The Prior Learning Credit Committee appointed for the term of this Agreement is comprised of the following individuals:
 - Ms. Sandy Carr, Supervisor of Instructional Support, Erie County Technical School
 - Ms. Kim Fox, Instructor of Early Childhood Education, Erie County Technical School
 - Ms. Melinda Saunders, Dean of Curriculum and Instruction, Northern Pennsylvania Regional College
 - Ms. Lori McNeal, Registrar, Northern Pennsylvania Regional College
 - Ms. Leigh Anne Kraemer-Naser, Instructor of Early Childhood Education, Northern Pennsylvania Regional College

Notwithstanding Section V(2) of this Agreement, the Parties agree that, in the event that any member of the Prior Learning Credit Committee becomes unable to serve in said capacity for any reason during the term of this Agreement, the School or NPRC shall be entitled to select a new member without the need to amend this Agreement.

- j. *Notice.* All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

Erie County Technical School
8500 Oliver Road
Erie, PA 16509
ATTN : Director

Northern Pennsylvania Regional College
300 2nd Avenue, Suite 5
Warren, PA 16365
ATTN: Melinda Saunders
Dean of Curriculum and Instruction

V. **TERMS AND CONDITIONS FOR CONTRACTS WHERE NPRC IS RECEIVING MONEY AND/OR PERFORMING SERVICES**

- 1. **Liability.** Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Contract. This provision shall not be construed to limit the School's claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of NPRC or the School.

2. **Amendments.** This Contract represents the complete agreement between the Parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Contract shall be in writing in the form of a supplemental agreement signed by all necessary Parties, shall set forth therein the proposed change, correction, or addition, and shall be approved by the School's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.
3. **Applicable Law.** This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Paying Party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Paying Party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
4. **Independent Contractor.** In performing the services required by the Contract, each Party will act as an independent contractor and not as an employee or agent of the other Party. The relationship of the Parties to this Contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
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IN WITNESS WHEREOF, the authorized representatives of the Parties have executed the Agreement as of the date previously indicated.

ATTEST: (SEAL)

ERIE COUNTY TECHNICAL SCHOOL

Secretary

_____(SEAL)

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

Linda M. Fleming

Dr. Linda M. Fleming,
Vice President of Academic and Student Affairs

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: February 16, 2021

SUBJECT: Curriculum

CATEGORY: **Operations:** X **Policy:** **Information:** **Personnel:**

INITIATED BY: Sandra Carr

DESCRIPTION: Douglas Education Center will offer a maximum of 11 credits related to the Medical Billing and Coding Program or a maximum of 14 credits related to the Medical Assistant Program for the completion of the Erie County Technical School Health Assistant program to students achieving a grade of B (3.0) or higher and recommendation from the instructor.

The Articulation Agreements are attached.

RECOMMENDATION: Motion to ratify the Articulation Agreements between Douglas Education Center and the Erie County Technical School for the Health Assistant program.

**Articulation Agreement Between
Douglas Education Center**

And

Erie County Technical School
8500 Oliver Road, Erie, PA 16509

Purpose:

In order to provide secondary school students with a continuation of education without unnecessary duplication of instruction and delay in attaining educational career objectives, Douglas Education Center and **Erie County Technical School** have entered into this articulation agreement for the programs and/or courses listed below.

Awarding of Credit – Medical Billing and Coding Program

Before advanced standing can be awarded to students who have completed the Health Science program of study at **Erie County Technical School**, the following conditions must be met:

1. Applicants must meet all of Douglas Education Center's requirements for admission,
2. Students must have received a B (3.0) or higher to receive advanced standing.
3. Students must provide a letter of recommendation from one of their instructors in their program of study at **Erie County Technical School**.
4. Application for advanced standing will need to be made within two (2) years of graduation from **Erie County Technical School**. If more than two (2) years have lapsed, acceptance of credit will be at the discretion of Douglas Education Center.

Once all conditions listed above have been met, advanced standing may be granted for the following courses:

Credits	Course
4	231-O Medical Terminology
4	234-O Anatomy and Physiology and Human Diseases
3	257-O Workplace Safety

This agreement will commence upon the date of execution of this agreement and shall continue until such time as the agreement is terminated. This agreement may be terminated in whole or in part by either party serving the other with written notice one semester in advance.

Curriculum: Curriculum, including competencies, is subject to review annually by **Erie County Technical School** and Douglas Education Center. Each school may determine it to be necessary to revise their curriculum to maintain up-to-date content. If so, a new agreement will be developed.

Signatures:

A handwritten signature in black ink, appearing to read "J. Miller", is written over a horizontal line.

Vice President of Academic Affairs, Douglas Education Center

1/26/21

Date

Principal/ School Official of High School or Technical School

Date

**Articulation Agreement Between
Douglas Education Center**

And

Erie County Technical School
8500 Oliver Road, Erie, PA 16509

Purpose:

In order to provide secondary school students with a continuation of education without unnecessary duplication of instruction and delay in attaining educational career objectives, Douglas Education Center and **Erie County Technical School** have entered into this articulation agreement for the programs and/or courses listed below.

Awarding of Credit – Medical Assistant Program

Before advanced standing can be awarded to students who have completed the Health Science program of study at **Erie County Technical School**, the following conditions must be met:

1. Applicants must meet all of Douglas Education Center's requirements for admission,
2. Students must have received a B (3.0) or higher to receive advanced standing.
3. Students must provide a letter of recommendation from one of their instructors in their program of study at **Erie County Technical School**.
4. Application for advanced standing will need to be made within two (2) years of graduation from **Erie County Technical School**. If more than two (2) years have lapsed, acceptance of credit will be at the discretion of Douglas Education Center.

Once all conditions listed above have been met, advanced standing may be granted for the following courses:

Credits	Course
4	231-O Medical Terminology
4	234-O Anatomy and Physiology and Human Diseases
3	257-O Workplace Safety
3	232-H Clinical Medical Assisting I

This agreement will commence upon the date of execution of this agreement and shall continue until such time as the agreement is terminated. This agreement may be terminated in whole or in part by either party serving the other with written notice one semester in advance.

Curriculum: Curriculum, including competencies, is subject to review annually by **Erie County Technical School** and Douglas Education Center. Each school may determine it to be necessary to revise their curriculum to maintain up-to-date content. If so, a new agreement will be developed.

Signatures:

A handwritten signature in black ink, appearing to read "J. Miller", is written over a horizontal line.

Vice President of Academic Affairs, Douglas Education Center

1/26/21

Date

Principal/ School Official of High School or Technical School

Date



AGENDA ITEM

MEETING DATE: February 25, 2021

SUBJECT: JOC Declaration of NOCTI and NIMS Testing Waiver due to COVID-19 Implications

SUBMITTED BY: Joe Tarasovitch

DESCRIPTION:

The Erie County Technical School's Educational Leadership Team recommends that the Joint Operating Committee make a "declaration" of waiving the 2020-21 NOCTI and NIMS Testing procedures due to the COVID-19 implications. By making this declaration, the Joint Operating Committee will utilize the authority granted to the committee from Act 136 of 2020 Section (i):

The Secretary of Education may waive the NIMS assessment and the NOCTI exam on a school-wide basis or for a specific career and technical education program provided by a school entity based on the recommendations of directors of career and technical education programs under 22 Pa. Code Ch. 339 (related to vocational education. The recommendations shall account for the length of time a career and technical center was open for in-person student instruction and the subject matter of the program affected.

- The Erie County Technical School will have had the majority of the seniors for "in-person" instruction for 50% of the dedicated instructional hours during the 2020-21 school year. As of February 26, 2021, the hours of in-person instruction account for 162.25 hours of a possible 324.5 educational hours.
- In addition, these seniors missed 52 days of in-person instruction as juniors due to the COVID-19 pandemic start; this equates to 143 hours of the 480 hours in the 2019-20.
- Finally, many NOCTI evaluators will not support the practical test process.

RECOMMENDATION:

Motion to make a "declaration" of waiving the 2020-21 NIMS and NOCTI Testing accountability due to the COVID-19 implications and the results of the utilization of the hybrid schedule of in-person and virtual on-line instruction utilizing the A/B Day schedule.

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 12, 2021

SUBJECT: Policy Review

CATEGORY: **Operations:** **Policy: X** **Information:** **Personnel:**

INITIATED BY: Cat Doty – Administrative Services/Human Resources Coordinator

DESCRIPTION:

Attached are red-lined drafts for Policy updates presented by PSBA in 2020.
(Regulation Updates are denoted with bold font within the documents).
Recommendations for 1st Read, 2nd Read, and Policy Retirement are noted in the attached Table of Content.

RECOMMENDATION:

Motion to advance Board Policy Revisions as noted in the attached policies and Table of Content.

000 Local Joint Operating Committee Procedures

006.1 Vol II 2020 Attendance at Meetings Via Electronic Communications

100 Programs

103 Vol II 2020 Discrimination/Title IX Sexual Harassment Affecting Students

103.1 Vol V 2018 Nondiscrimination - Qualified Students with Disabilities

111 Vol V 2020 Lesson Plans

113.1 Discipline of Students with Disabilities

113.2 Vol VI

2020 Behavior Support

113.3 Vol VI

2020 Confidentiality of Special Education Student Information

115 Cooperative Education

122 Vol VI 2020 Extracurricular Activities

200 Pupils

218.3 VII 2020 Discipline of Student Convicted/Adjudicated of Sexual Assault

220 PSBA Policy Guide Student Expression/Distribution and Posting of Materials

221 Copy of Dress and Grooming

222 Vol I 2020	Tobacco and Vaping Products
222 Vol V 2018	Tobacco/Nicotine
246	School Wellness
246 Vol IV 2018	School Wellness
247 Vol V 2018	Hazing
249 Vol V 2018	Bullying/Cyberbullying
252 Vol VII 2020	Dating Violence

300 Employees

309.1 Vol V 2020	Telework
318 Vol V 2020	Attendance and Tardiness
323 Vol I 2020	Tobacco and Vaping Products
331 Vol V 2020	Job Related Expenses
332 Vol V 2020	Working Periods
334 Vol V 2020	Sick Leave
335 Vol II 2020	Family and Medical Leaves
340 Vol V 2020	Responsibility for Student Welfare

600 Finances

626	Procurement Procedure Attachment Vol V 2018
626 Vol II 2020	Federal Fiscal Compliance
Cross Reference 600 Finances	

700 Property

701	Facilities Planning
701.1	Land Utilization
702	Gifts, Grants, Donations
703	Sanitary Management
704 New	Maintenance
705	Facilities and Workplace Safety
705 Vol V 2020	Facilities and Workplace Safety
705.1	Safety Advisory Committee
706	Property Records
706.1	Disposition of Surplus Equipment and Supplies
707	Use of School Facilities
707 Vol I 2020	Use of Center (School) Facilities
708	Lending of Equipment and Books
709	Building Security
710	Use of Facilities by Staff
712	Use of School Vehicles by Staff
715	Faxing of Documents
718	Service Animals in Schools

700 Property Cross Reference

800 Operations

800 New	Records Management
801	Public Records
803 Vol V 2020	School Calendar
804	School Day
805 New	Emergency Preparedness and Response
805.1 New	Relations with Law Enforcement Agencies
805.2 New	School Security Personnel
806	Child Abuse
807	Opening Exercises/Flag Displays
808	Food Services
808.1	Student Meal Charge Accounts
810	Transportation
810.1 New	School Bus Drivers and School Commercial Motor Vehicle Drivers
810.1 Vol I 2020	School Bus Drivers and School Commercial Motor Vehicle Drivers
810.2 New	Transportation - Video/Audio Recording
810.3 New	School Vehicle Drivers
811	Bonding
812	Property Insurance
813	Other Insurance
814	Copyright Material
815	Acceptable Use of Internet, Computers and Network Resources
815.1	Third party remote access
818	Contracted Services Personnel
819 New	Suicide Awareness, Prevention and Response
822	Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)
823 New	Naloxone
824 New	Maintaining Professional Adult/Student Boundaries
827 New	Conflict of Interest
828 New	Fraud
830	Breach of Computerized Personal Information
800	Cross Reference
	Safe2Say Something Procedures

900 Community

904 Vol V 2018	Public Attendance at Center (school) Events
904 Vol I 2020	Public Attendance at Center (school) Events
	Public Attendance at Center (school)
904 Vol V 2020	Events
907 Vol V 2020	Center (school) Visitors
913	PSBA Policy Guide

000 Local Joint Operating Committee Procedures

006.1 Vol II 2020	Attendance at Meetings Via Electronic Communications	Reviewed 12/11/20 - 2nd Reading	Not Active Policy
100 Programs			
103 Vol II 2020	Discrimination/Title IX Sexual Harassment Affecting Students	Revised 12/20/20 - 1st Read	
103.1 Vol V 2018	Nondiscrimination - Qualified Students with Disabilities	Revised 12/11/20 - 1st Read	
111 Vol V 2020	Lesson Plans	Revised 12/11/20 - 1st Read	
113.1	Discipline of Students with Disabilities	Revised 12/11/20 - 1st Read	
113.2 Vol VI 2020	Behavior Support	Revised 12/11/20 - 1st Read	
113.3 Vol VI 2020	Confidentiality of Special Education Student Information	Revised 12/11/20 - 1st Read	
115	Cooperative Education	Revised 12/11/20 - 1st Read	Not Active Policy
122 Vol VI 2020	Extracurricular Activities	Revised 12/11/20 - 1st Read	
200 Pupils			
218.3 VII 2020	Discipline of Student Convicted/Adjudicated of Sexual Assault	Reviewed 1/22/21 - 1st Read	Not Active Policy
220 PSBA Policy Guide	Student Expression/Distribution and Posting of Materials	Reviewed 1/22/21 - 1st Read	
221	Copy of Dress and Grooming	Reviewed 1/22/21 - 2nd Read	
222 Vol I 2020	Tobacco and Vaping Products	Reviewed 1/22/21 - 2nd Read	
222 Vol V 2018	Tobacco/Nicotine	Reviewed 1/22/21	RETIRE
246	School Wellness	Reviewed 1/22/21	RETIRE
246 Vol IV 2018	School Wellness	Reviewed 1/22/21	RETIRE
247 Vol V 2018	Hazing	Reviewed 1/22/21 - 1st Read	
249 Vol V 2018	Bullying/Cyberbullying	Reviewed 1/22/21 - 1st Read	
252 Vol VII 2020	Dating Violence	Reviewed 1/22/21 - 1st Read	
300 Employees			
309.1 Vol V 2020	Telework	Revised 2/11/21 - 1st Read	Not Active Policy
318 Vol V 2020	Attendance and Tardiness	Revised 2/11/21 - 1st Read	
323 Vol I 2020	Tobacco and Vaping Products	Revised 1/25/21 - 1st Read	
331 Vol V 2020	Job Related Expenses	Revised 1/25/21 - 1st Read	
332 Vol V 2020	Working Periods	Revised 2/11/21 - 1st Read	
334 Vol V 2020	Sick Leave	Revised 1/25/21 - 1st Read	
335 Vol II 2020	Family and Medical Leaves	Revised 2/11/21 - 1st Read	
340 Vol V 2020	Responsibility for Student Welfare	Revised 2/11/21 - 1st Read	
600 Finances			
626	Procurement Procedure Attachment Vol V 2018	Reviewed 2/6/19	RETIRE
626 Vol II 2020	Federal Fiscal Compliance	Revised 1/14/2021 - 1st Read	
Cross Reference 600 Finances		Reviewed 1/14/2021 - 1st Read	
700 Property			
701	Facilities Planning	Reviewed 1/25/2021 - 2nd Read	
701.1	Land Utilization	Reviewed 1/25/2021 - 2nd Read	
702	Gifts, Grants, Donations	Reviewed 1/25/2021 - 2nd Read	
703	Sanitary Management	Reviewed 1/25/2021 - 2nd Read	
704 New	Maintenance	Reviewed 1/25/2021 - 2nd Read	
705	Facilities and Workplace Safety	Reviewed 1/25/2021	RETIRE
705 Vol V 2020	Facilities and Workplace Safety	Reviewed 1/25/2021 - 1st Read	
705.1	Safety Advisory Committee	Retire when 705 is adopted	RETIRE
706	Property Records	Reviewed 1/25/2021 - 1st Read	
706.1	Disposition of Surplus Equipment and Supplies	Reviewed 1/25/21	RETIRE
707	Use of School Facilities	Reviewed 1/25/2021	RETIRE
707 Vol I 2020	Use of Center (School) Facilities	Reviewed 1/25/2021 - 2nd Read	
708	Lending of Equipment and Books	Revised 1/25/21 - 1st Read	
709	Building Security	Reviewed 1/25/21 - 1st Read	
710	Use of Facilities by Staff	Revised 1/25/21 - 2nd Read	
712	Use of School Vehicles by Staff	Reviewed 1/25/2021	RETIRE
715	Faxing of Documents	Reviewed 1/25/2021	RETIRE
718	Service Animals in Schools	Revised 2/11/21 - 1st Read	Not Active Policy
700 Property Cross Reference		Reviewed 2/11/21	
800 Operations			
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907 Vol V 2020	Center (school) Visitors	Reviewed 1/11/21 - 1st Read	
913	Nonschool Organizations/Groups/Individuals	Reviewed 1/11/21 - 1st Read	

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113.3 Vol VI 2020	Confidentiality of Special Education Student Information	Revised 12/11/20 - 1st Read	
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252 Vol VII 2020	Dating Violence	Reviewed 1/22/21 - 1st Read	
300 Employees			
309.1 Vol V 2020	Telework	Revised 2/11/21 - 1st Read	Not Active Policy
318 Vol V 2020	Attendance and Tardiness	Revised 2/11/21 - 1st Read	
323 Vol I 2020	Tobacco and Vaping Products	Revised 1/25/21 - 1st Read	
331 Vol V 2020	Job Related Expenses	Revised 1/25/21 - 1st Read	
332 Vol V 2020	Working Periods	Revised 2/11/21 - 1st Read	
334 Vol V 2020	Sick Leave	Revised 1/25/21 - 1st Read	
335 Vol II 2020	Family and Medical Leaves	Revised 2/11/21 - 1st Read	
340 Vol V 2020	Responsibility for Student Welfare	Revised 2/11/21 - 1st Read	
600 Finances			
626	Procurement Procedure Attachment Vol V 2018	Reviewed 2/6/19	RETIRE
626 Vol II 2020	Federal Fiscal Compliance	Revised 1/14/2021 - 1st Read	
Cross Reference 600 Finances		Reviewed 1/14/2021 - 1st Read	
700 Property			
701	Facilities Planning	Reviewed 1/25/2021 - 2nd Read	
701.1	Land Utilization	Reviewed 1/25/2021 - 2nd Read	
702	Gifts, Grants, Donations	Reviewed 1/25/2021 - 2nd Read	
703	Sanitary Management	Reviewed 1/25/2021 - 2nd Read	
704 New	Maintenance	Reviewed 1/25/2021 - 2nd Read	
705	Facilities and Workplace Safety	Reviewed 1/25/2021	RETIRE
705 Vol V 2020	Facilities and Workplace Safety	Reviewed 1/25/2021 - 1st Read	
705.1	Safety Advisory Committee	Retire when 705 is adopted	RETIRE
706	Property Records	Reviewed 1/25/2021 - 1st Read	
706.1	Disposition of Surplus Equipment and Supplies	Reviewed 1/25/21	RETIRE
707	Use of School Facilities	Reviewed 1/25/2021	RETIRE
707 Vol I 2020	Use of Center (School) Facilities	Reviewed 1/25/2021 - 2nd Read	
708	Lending of Equipment and Books	Revised 1/25/21 - 1st Read	
709	Building Security	Reviewed 1/25/21 - 1st Read	
710	Use of Facilities by Staff	Revised 1/25/21 - 2nd Read	
712	Use of School Vehicles by Staff	Reviewed 1/25/2021	RETIRE
715	Faxing of Documents	Reviewed 1/25/2021	RETIRE
718	Service Animals in Schools	Revised 2/11/21 - 1st Read	Not Active Policy
700 Property Cross Reference		Reviewed 2/11/21	
800 Operations			
800 New	Records Management	Revised 1/13/21- 2nd Read	Not Active Policy
801	Public Records	Reviewed 1/13/21 2nd Read	
803 Vol V 2020	School Calendar	Reviewed 1/13/21 2nd Read	
804	School Day	Reviewed 1/13/21 2nd Read	
805 New	Emergency Preparedness and Response/Safe2Safe	Revised 1/13/21 - 2nd Read	
805.1 New	Relations with Law Enforcement Agencies	Revised 1/22/21 - 2nd Read	Not Active Policy

805.2 New	School Security Personnel	Revised 1/22/21 - 2nd Read	Not Active Policy
806	Child Abuse	Revised 1/22/21 - 2nd Read	
807	Opening Exercises/Flag Displays	Revised 1/22/21 - 1st Read	
808	Food Services	Reviewed 1/25/21	Retire
808.1	Student Meal Charge Accounts	Reviewed 1/25/21	Retire
810	Transportation	Reviewed 1/25/21	Retire
810.1 New	School Bus Drivers and School Commercial Motor Vehicle Drivers	Reviewed 1/25/21	Retire
810.1 Vol I2020	School Bus Drivers and School Commercial Motor Vehicle Drivers	Reviewed 1/25/21	Retire
810.2 New	Transportation - Video/Audio Recording	Reviewed 1/25/21	Retire
810.3 New	School Vehicle Drivers	Reviewed 1/22/21 - 1st Read	Not Active Policy
811	Bonding	Reviewed 1/22/21 - 1st Read	
812	Property Insurance	Reviewed 1/22/21 - 1st Read	
813	Other Insurance	Reviewed 1/22/21 - 1st Read	
814	Copyright Material	Reviewed 1/22/21 - 1st Read	
815	Acceptable Use of Internet, Computers and Network Resources	Reviewed 2/11/21 - 1st Read	
815.1	Third party remote access	Reviewed 1/22/21	Retire
818	Contracted Services Personnel	Reviewed 1/22/21 - 1st Read	
819 New	Suicide Awareness, Prevention and Response	Revised 1/22/21 - 1st Read	
822	Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)	Reviewed 1/22/21	
823 New	Naloxone	Revised 1/22/21 - 1st Read	Not Active Policy
824 New	Maintaining Professional Adult/Student Boundaries	Reviewed 1/22/21	Not Active Policy
827 New	Conflict of Interest	Reviewed 1/22/21 - 1st Read	
828 New	Fraud	Reviewed 1/22/21 - 1st Read	Not Active Policy
830	Breach of Computerized Personal Information	Reviewed 2/11/21 - 1st Read	Not Active Policy
800	Cross Reference	Reviewed 1/13/21	Not Active Policy
900 Community			
904 Vol V 2018	Public Attendance at Center (school) Events	Reviewed 1/11/21	RETIRE
904 Vol I 2020	Public Attendance at Center (school) Events	Reviewed 1/11/21	RETIRE
904 Vol V 2020	Public Attendance at Center (school) Events	Reviewed 1/11/21 - 1st Read	
907 Vol V 2020	Center (school) Visitors	Reviewed 1/11/21 - 1st Read	
913	Nonschool Organizations/Groups/Individuals	Reviewed 1/11/21 - 1st Read	

Book	Policy Manual
Section	000 Local Joint Operating Committee Procedures
Title	Attendance at Meetings Via Electronic Communications
Code	006.1 Vol II 2020
Status	Second Reading
Last Reviewed	December 11, 2020

Authority

The Joint Operating Committee recognizes that factors such as illness, travel, schedule conflicts, weather conditions **and other emergency situations** can make impossible the physical presence of a Joint Operating Committee member **or other necessary participants** at a Joint Operating Committee meeting, and that electronic communications can enable a Joint Operating Committee member **or other necessary participants** to participate in a meeting **electronically** from a remote location.

A Joint Operating Committee member shall be able to attend a Joint Operating Committee meeting, and participate in Joint Operating Committee deliberations and voting, through electronic communications, but only under extraordinary circumstances. **The Joint Operating Committee Chairperson may permit other necessary participants to participate in meetings via electronic communications as the Chairperson deems appropriate.**

The Joint Operating Committee authorizes the administration to provide the equipment and facilities required to implement this Joint Operating Committee procedure.[\[1\]](#)

Guidelines

A Joint Operating Committee member who attends a meeting through electronic communications shall be considered present only if the member can hear everything said at the meeting and all those attending the meeting can hear everything said by that member **and other participants addressing the Joint Operating Committee**. If the Chairperson determines either condition is not occurring, **the Chairperson** shall terminate the Joint Operating Committee member's attendance through electronic communications.

A majority of Joint Operating Committee members shall be physically present at a Joint Operating Committee meeting when a Joint Operating Committee member attends through electronic communications.

To attend a Joint Operating Committee meeting through electronic communications, a Joint Operating Committee member shall comply with the following:

1. Submit such request to the Chairperson at least three (3) days prior to the meeting.
2. Ensure that the remote location is quiet and free from background noise and interruptions.
3. Participate in the entire Joint Operating Committee meeting.

Emergency Conditions

In the event that the county, state or federal public health authorities, the Governor, or any similar authority with appropriate jurisdiction declares an emergency condition that prevents or discourages public gatherings due to a public health or safety concern, the Joint Operating Committee shall be authorized to conduct meetings primarily or entirely via electronic communications to enable all Joint Operating Committee members and other necessary participants to fully participate in the conduct of official Joint Operating Committee business through electronic communications.[\[2\]](#)

Meetings held primarily or entirely via electronic communications shall be conducted in a manner that assures compliance with the public access and public comment requirements of the Sunshine Act. All rules normally applicable to in-person meetings of the Joint Operating Committee shall be observed in meetings held primarily or entirely via electronic means to the extent practicable and appropriate to the nature and features of the technology used.[\[3\]](#)[\[4\]](#)

The requirement for Joint Operating Committee members to submit a request to participate in meetings through electronic communications shall be waived during such emergency conditions.

The Joint Operating Committee authorizes the administration to utilize available technical resources to permit the public to attend and submit public comment during open meetings via electronic communications, in accordance with law and Joint Operating Committee procedures and policy.[\[3\]](#)[\[4\]](#)

Legal	1. 24 P.S. 1850.1
	2. Pol. 805
	3. 65 Pa. C.S.A. 701 et seq
	4. Pol. 903
	Pol. 006

Book	Policy Manual
Section	100 Programs
Title	Discrimination/Title IX Sexual Harassment Affecting Students
Code	103 Vol VII 2020
Status	First Reading
Last Revised	December 20, 2020

Authority

The Joint Operating Committee declares it to be the policy of this center (school) to provide an equal opportunity for all students to achieve their maximum potential through the programs and activities offered in the center (school) without discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)^[17]

The Joint Operating Committee also declares it to be the policy of this center (school) to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discrimination shall be referred to throughout this policy as Title IX sexual harassment. Inquiries regarding the application of Title IX to the center (school) may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The center (school) is committed to the maintenance of a safe, positive learning environment for all students that is free from discrimination by providing all students course offerings, counseling, assistance, services, employment and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of students and the educational and programmatic goals of the center (school) and is prohibited at or, in the course of, center- (school-) sponsored programs or activities, including transportation to or from the center (school) or center- (school-) sponsored activities.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Joint Operating Committee policy and procedures.[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)

The Joint Operating Committee directs that the foregoing statement of Joint Operating Committee policy be included in each student and staff handbook, and that this policy and related attachments be posted to the center (school)'s website.

The Joint Operating Committee requires a notice stating that the center (school) does not discriminate in any manner, including Title IX sexual harassment, in any center (school) education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the center (school). All discrimination notices and information shall include the title, office address, telephone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.

Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation

The Joint Operating Committee encourages students and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the building administrator, even if some elements of the related incident took place or originated away from center (school) grounds, center (school) activities or center (school) conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination.

The student's parents/guardians or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building administrator.

A center (school) employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building administrator, as well as properly making any mandatory police or child protective services reports required by law.[\[22\]](#)

If the building administrator is the subject of a complaint, the student, third party or a reporting employee shall report the incident directly to the Title IX Coordinator.

The complainant or the individual making the report may use the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form attached to this policy for purposes of reporting an incident or incidents in writing; however, verbal reports of an incident or incidents shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

The building administrator shall promptly notify the Title IX Coordinator of all reports of discrimination, Title IX sexual harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the Discrimination Complaint Procedures prescribed in Attachment 2 to this policy, or if the reported circumstances meet the definition of Title IX sexual harassment and are most appropriately addressed through the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3, or other Joint Operating Committee policies.

Disciplinary Procedures When Reports Allege Title IX Sexual Harassment

When a report alleges Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints outlined in Attachment 3. The center (school) shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.

When an emergency removal, as described in Attachment 3, is warranted to address an immediate threat to the physical health or safety of an individual, and it is not feasible to continue educational services remotely or in an alternative setting, the normal procedures for suspension and expulsion shall be conducted to accomplish the removal, including specific provisions to address a student with a disability where applicable.[\[19\]](#)[\[21\]](#)[\[23\]](#)

When an emergency removal is not required, disciplinary sanctions shall be considered in the course of the Title IX grievance process for formal complaints. Following the issuance of the written determination and any applicable appeal, any disciplinary action specified in the written determination or appeal decision shall be implemented in accordance with the normal procedures for suspensions, expulsions or other disciplinary actions, including specific provisions to address a student with a disability where applicable.[18][19][21][23]

Discipline/Placement of Student Convicted or Adjudicated of Sexual Assault

Upon notification of a conviction or adjudication of a student for sexual assault against another student attending the center (school) or participating in a center (school) program, the center (school) shall coordinate actions with the appropriate participating school entity and comply with the disciplinary or placement requirements established by state law and Joint Operating Committee policy.[24][25]

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a report and the investigation related to any form of discrimination or retaliation, including Title IX sexual harassment, shall be handled in accordance with applicable law, regulations, this policy, the attachments and the center (school)'s legal and investigative obligations.[26][27][28][29][30]

Retaliation

The Joint Operating Committee prohibits retaliation by the center (school) or any other person against any person for:[29]

1. Reporting or making a formal complaint of any form of discrimination or retaliation, including Title IX sexual harassment.
2. Testifying, assisting, participating or refusing to participate in a related investigation, process or other proceeding or hearing.
3. Acting in opposition to practices the person reasonably believes to be discriminatory.

The center (school), its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if retaliation is believed to have occurred.

Definitions

Complainant shall mean an individual who is alleged to be the victim.

Respondent shall mean an individual alleged to be the perpetrator of the discriminatory conduct.

Discrimination

Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, or handicap/disability.

Harassment is a form of discrimination based on the protected classifications listed in this policy consisting of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance when such conduct is:

1. Sufficiently severe, persistent or pervasive; and
2. A reasonable person in the complainant's position would find that it creates an intimidating, threatening or abusive educational environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by the center (school).

Definitions Related to Title IX Sexual Harassment

Formal complaint shall mean a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the center (school) investigate the allegation under the grievance process for formal complaints. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator a party in the grievance process for formal complaints. The phrase "document filed by a complainant" refers to a document or electronic submission that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.[28][31]

Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.[31]

Supportive measures shall be designed to restore or preserve equal access to the educational program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:[31]

1. Counseling.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
5. Mutual restrictions on contact between the parties.
6. Changes in work or housing locations.
7. Leaves of absence.
8. Increased security.
9. Monitoring of certain areas of the campus.
10. Assistance from domestic violence or rape crisis programs.

11. Assistance from community health resources including counseling resources.

Supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Joint Operating Committee policy, and in coordination with the student's school district of residence. [17][23][32]

Title IX sexual harassment means conduct on the basis of sex that satisfies one or more of the following: [31]

1. A center (school) employee conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a center (school) education program or activity.
3. Sexual assault, dating violence, domestic violence or stalking.
 - a. **Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors: [33]
 - i. Length of relationship.
 - ii. Type of relationship.
 - iii. Frequency of interaction between the persons involved in the relationship.
 - b. **Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. [33]
 - c. **Sexual assault** means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. [34]
 - d. **Stalking**, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either: [33]
 - i. Fear for their safety or the safety of others.
 - ii. Suffer substantial emotional distress.

Such conduct must have taken place during a center (school) education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An **education program or activity** includes the locations, events or circumstances over which the center (school) exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a center (school)'s education programs or activities, whether such programs or activities occur on-campus or off-campus. [27][28][31]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Joint Operating Committee designates the [35]

[The center (school) may choose the same or different individuals to fulfill the roles of Compliance Officer and Title IX Coordinator. If designating one (1) individual to fulfill both responsibilities, select the first option and enter the appropriate position title. If designating two (2) individuals to fulfill the separate responsibilities, select the second option and enter the appropriate position titles.]

{ } _____ as the center (school)'s Compliance Officer and Title IX Coordinator. The Compliance Officer/Title IX Coordinator can be contacted at:

Address:

Email:

Phone Number:

{ } _____ as the center (school)'s Compliance Officer and _____ as the center (school)'s Title IX Coordinator.

The Compliance Officer can be contacted at:

Address:

Email:

Phone Number:

The Title IX Coordinator can be contacted at:

Address:

Email:

Phone Number:

The Compliance Officer and Title IX Coordinator shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the center (school)'s nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the complaint procedure or Title IX procedures, such as making reports to the police, and available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Student Access - Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
5. Center (School) Support - Assure that like aspects of the center (school) programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
6. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
7. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Guidelines

Title IX Sexual Harassment Training Requirements

The Compliance Officer and Title IX Coordinator, investigator(s), decision-maker(s), or any individual designated to facilitate an informal resolution process related to Title IX sexual harassment shall receive the following training, as required or appropriate to their specific role:

1. Definition of sexual harassment.
2. Scope of the center (school)'s education program or activity, as it pertains to what is subject to Title IX regulations.
3. How to conduct an investigation and grievance process for formal complaints, including examination of evidence, conducting hearings (if applicable), drafting written determinations, handling appeals and informal resolution processes, as applicable.
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.
5. Use of relevant technology.
6. Issues of relevance including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.
7. Issues of relevance, weight of evidence and application of standard of proof and drafting investigative reports that fairly summarize relevant evidence.
8. How to address complaints when the alleged conduct does not qualify as Title IX sexual harassment but could be addressed under another complaint process or Joint Operating Committee policy.

All training materials shall promote impartial investigations and adjudications of formal complaints of Title IX sexual harassment without relying on sex stereotypes.

All training materials shall be posted on the center (school)'s website.

Disciplinary Consequences

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include but is not limited to:[18][19][21]

1. { } Loss of school privileges.
2. { } Permanent transfer to another building, classroom or bus.
3. { } Exclusion from center- (school-) sponsored activities.
4. { } Detention.
5. { } Suspension.
6. { } Expulsion.
7. { } Referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Joint Operating Committee policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[20][36]

Reports of Discrimination

Any reports of discrimination that are reviewed by the Title IX Coordinator and do not meet the definition of Title IX sexual harassment but are based on race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability shall follow the Discrimination Complaint Procedures in Attachment 2 to this policy.

Reports of Title IX Sexual Harassment

Any reports deemed by the Title IX Coordinator to meet the definition of sexual harassment under Title IX shall follow the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3 to this policy.

1. 22 PA Code 12.1
2. 22 PA Code 12.4
3. 22 PA Code 15.1 et seq
4. 22 PA Code 4.4
5. 24 P.S. 1301
6. 24 P.S. 1310
7. 24 P.S. 1601-C et seq
8. 24 P.S. 5004
9. 43 P.S. 951 et seq
10. 20 U.S.C. 1681 et seq
11. 34 CFR Part 106
12. 29 U.S.C. 794
13. 42 U.S.C. 12101 et seq
14. 42 U.S.C. 1981 et seq
15. 42 U.S.C. 2000d et seq
16. U.S. Const. Amend. XIV, Equal Protection Clause
17. Pol. 103.1
18. Pol. 218
19. Pol. 233
20. Pol. 317
21. Pol. 113.1
22. Pol. 806
23. Pol. 113.2
24. 24 P.S. 1318.1
25. Pol. 218.3
26. 20 U.S.C. 1232g
27. 34 CFR 106.44
28. 34 CFR 106.45
29. 34 CFR 106.71
30. 34 CFR Part 99
31. 34 CFR 106.30
32. Pol. 113
33. 34 U.S.C. 12291
34. 20 U.S.C. 1092
35. 34 CFR 106.8
36. Pol. 317.1
- 18 Pa. C.S.A. 2709
- 20 U.S.C. 1400 et seq
- 28 CFR Part 41
- 28 CFR Part 35
- 34 CFR Part 100
- 34 CFR Part 104
- 34 CFR Part 110
- U.S. Const. Amend. I
- Bostock v. Clayton County, 590 U.S., 140 S. Ct. 1731 (2020)
- Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
- Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
- Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
- Office for Civil Rights - Resources for Addressing Racial Harassment
- Pol. 122
- Pol. 138
- Pol. 216
- Pol. 220
- Pol. 247
- Pol. 249
- Pol. 251
- Pol. 252
- Pol. 320

Pol. 701

Pol. 815

Pol. 832

103-Attach 1 Report Form.pdf (169 KB)

103-Attach 2 Discrimination.docx (41 KB)

103-Attach 3 Title IX.docx (81 KB)

103-Attach 4 ConfidentialityTemplateLetter.docx (21 KB)

Book	Policy Manual
Section	100 Programs
Title	Nondiscrimination - Qualified Students with Disabilities
Code	103.1 Vol V 2018
Status	First Reading
Last Revised	December 11, 2020

Authority

The Joint Operating Committee adopts this policy to ensure that all school programs and practices are free from discrimination against all qualified students with disabilities. The Joint Operating Committee recognizes its responsibility to provide academic and nonacademic services and programs equally to students with and without disabilities.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

The school shall provide to each qualified student with a disability enrolled in the school, without cost to the student or parent/guardian, a free and appropriate public education (FAPE). This includes provision of education and related aids, services, or accommodations which are needed to afford each qualified student with a disability equal opportunity to participate in and obtain the benefits from educational programs and extracurricular activities without discrimination, to the same extent as each student without a disability, consistent with federal and state laws and regulations.

The Joint Operating Committee encourages students and parents/guardians who believe they have been subjected to discrimination or harassment to promptly report such incidents to designated employees.

The Joint Operating Committee directs that complaints of discrimination or harassment shall be investigated promptly, and corrective **or preventative** action be taken for substantiated allegations.

Confidentiality

Confidentiality of all parties, **witnesses, the allegations, the filing of a complaint and the investigation** shall be maintained, consistent with the school's legal and investigative obligations.

Retaliation

The school shall not intimidate, threaten, coerce, discriminate or retaliate against any individual for the purpose of interfering with any right or privilege secured by this policy.

Definitions

Qualified student with a disability - a student who has a physical or mental disability which substantially limits or prohibits participation in or access to an aspect of the school's educational programs, nonacademic services or extracurricular activities.[\[13\]](#)[\[14\]](#)

Section 504 Team - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, psychologists, school nurses, outside care providers and the student's parents/guardians. A representative from the school shall participate as a member of the Section 504 Team.[\[3\]](#)[\[4\]](#)[\[9\]](#)

Section 504 Service Agreement (Service Agreement) - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the center's (school's) educational programs, nonacademic services, and extracurricular activities.[\[15\]](#)

Disability harassment - intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school's educational programs, nonacademic services, or extracurricular activities.[\[12\]](#)

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable law and regulations, the Joint Operating Committee designates the

{ } Administrative Director

{ } Assistant Administrative Director

{ } Chief School Administrator

{X} Other Supervisor of Special Education _____ (specify)

as the school's Section 504 Coordinator.[\[16\]](#)

{X} In addition, each separate building shall have a Section 504 building administrator.

The ~~center (school)~~ shall publish and disseminate this policy and complaint procedure on or before the first day of each school year by posting it on the ~~center's (school's)~~ website, if available, and in the student handbook. The ~~center (school)~~ shall notify parents/guardians of the ~~center's (school's)~~ responsibilities under applicable law and regulations, and that the ~~center (school)~~ does not discriminate against qualified individuals with disabilities.[\[11\]](#)[\[17\]](#)[\[18\]](#)

Guidelines

Half-Day V-T

{X} If the center (school) has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability, or requires a change in or modification of the student's current Service Agreement, the center (school) shall notify the student's school district of residence.[19]

Full-Day V-T

{ } If a parent/guardian or the center (school) has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability, or requires a change in or modification of the student's current Service Agreement, the parent/guardian or the center (school) shall provide the other party with written notice and the center (school) shall notify the student's school district of residence.[19][20][21]

Full-Day V-T

{ } The school, in coordination with participating school districts, shall establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need related services because of a disability.[19]

Full-Day V-T

{ } The school, in coordination with the student's school district of residence, shall specifically identify the procedures and types of tests used to evaluate a student, and provide the parent/guardian the opportunity to give or withhold consent to the proposed evaluation(s) in writing.[19]

Full-Day V-T

{ } The school shall establish procedures for evaluation and placement that assure tests and other evaluation materials:

1. Have been validated and are administered by trained personnel.
2. Are tailored to assess educational need and are not based solely on IQ scores.
3. Reflect aptitude or achievement or anything else the tests purport to measure and do not reflect the student's impaired sensory, manual or speaking skills (except where those skills are what is being measured).

Service Agreement

If a student is determined to be a qualified student with a disability, the school shall coordinate with the student's Section 504 Team to develop, modify or terminate a written Service Agreement. The school shall implement a student's Service Agreement for the delivery of all appropriate aids, services, or accommodations necessary to provide the student with FAPE. The Service Agreement shall address safety education and training in accordance with state regulations, as applicable to each qualified student with a disability enrolled in career and technical programs.[4][15][22]

Full-Day V-T

{ } The school shall not implement a Service Agreement until the written agreement is executed by a representative of the school and a parent/guardian.[15]

Full-Day V-T

{ } The school shall not modify or terminate a student's current Service Agreement without the written consent of the student's parent/guardian and the student's school district of residence.[20]

Educational Programs/Nonacademic Services/Extracurricular Activities

The school shall educate a qualified student with a disability with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability. A qualified student with a disability shall be removed from the regular educational environment only when the school determines that educating the student in the regular educational environment with the use of related aids, services, or accommodations cannot be achieved satisfactorily. Placement in a setting other than the regular educational environment shall take into account the proximity of the alternative setting to the student's home.[11][23][24]

The school shall not discriminate against any qualified student with a disability in its provision of nonacademic services and extracurricular activities.[11][23][24][25]

Parental Involvement

Half-Day V-T

{X} Parents/Guardians have the right to inspect and review all relevant school records of the student, and meet with the appropriate school officials to discuss any and all issues relevant to accommodations of their child and the provision of services.[15][19][21][26]

Full-Day V-T

{ } Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with the appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold their written consent to the evaluation and/or the provision of services.[15][19][21][26]

Confidentiality of Student Records

All personally identifiable information regarding a qualified student with a disability shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, state regulations, and Joint Operating Committee policy.[27][28][29][30]

Discipline

When necessary, the school shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Joint Operating Committee policies.[31][32]

Referral to Law Enforcement and Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[33][34][35]

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from school or a school-sponsored activity by a qualified student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and

Joint Operating Committee policies. The Administrative Director or designee, in coordination with the student's school district of residence, shall respond in a manner that is consistent with the student's Service Agreement and Behavior Support Plan, if applicable. [13][15][23][27][31][33][36][37][38][39][40][41][42][43][44][45][46]

In making a determination of whether to notify the local police department of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Administrative Director or designee shall use the same criteria used for students who do not have a disability. [12][37][46][47]

For a qualified student with a disability who does not have a Behavior Support Plan as part of the student's Service Agreement, subsequent to notification to law enforcement, the school, in consultation with the student's school district of residence and the student's parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student's behavior. [15][38]

In accordance with state law, the Administrative Director shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by qualified students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school- sponsored activity or on a conveyance providing transportation to or from the school or a school- sponsored activity. [34][46]

PROCEDURAL SAFEGUARDS

The school shall coordinate with the student's school district of residence to implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian, and a review procedure. [26][48]

A student or parent/guardian filing a claim of discrimination need not exhaust these procedures prior to initiating court action under Section 504. [21]

Parental Request for Assistance

Parents/Guardians may file a written request for assistance with the Pennsylvania Department of Education (PDE) if one (1) or both of the following apply: [26]

1. The school is not providing the related aids, services and accommodations specified in the student's Service Agreement.
2. The school has failed to comply with the procedures and state regulations. [26]

PDE shall investigate and respond to requests for assistance and, unless exceptional circumstances exist, shall, within sixty (60) calendar days of receipt of the request, send to the parents/guardians, student's school district of residence and school a written response to the request. The response to the parents'/guardians' request shall be in the parents'/guardians' native language or mode of communication.

Informal Conference

At any time, parents/guardians may file a written request with the school and/or student's school district of residence for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the school and/or student's school district of residence shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement. [26]

Formal Due Process Hearing

If the matters raised by the school or parents/guardians are not resolved at the informal conference, the parents/guardians or school, in coordination with the student's school district of residence, may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations. [26][49]

Judicial Appeals

The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction. [26]

COMPLAINT PROCEDURE

This complaint procedure is in addition to and does not prevent parents/guardians from using any option in the procedural safeguards system. [12][26][48]

Step 1 – Reporting

A student or parent/guardian who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the building administrator. Any person with knowledge of conduct that may violate this policy, is encouraged to immediately report the matter to the building administrator.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building administrator, as well as properly making any mandatory police or child protective services reports required by law. [50]

If the building administrator is the subject of a complaint, the student, parent/guardian or employee shall report the incident directly to the Section 504 Coordinator.

The complainant or reporting employee may be encouraged to use the school's report form available from the building administrator or Section 504 Coordinator, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

The Section 504 Coordinator shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination issues and this policy and how to conduct investigations.

The investigator shall work with the Section 504 Coordinator to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused **may suggest additional** witnesses and **provide** other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school- sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone's participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Section 504 Coordinator, who shall promptly inform law enforcement authorities about the allegations.[12][50][[51](#)][52]

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the school's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Section 504 Coordinator within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the

Section 504 Coordinator to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Joint Operating Committee policy which may warrant further school action, and a recommended disposition of the complaint. An investigation into disability harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, **for example, whether the investigator believes the allegations to be founded or unfounded**, within a reasonable time of the submission of the written report **to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws**. The accused shall not be notified of the individual remedies offered or provided to the complainant.[\[27\]](#)[\[28\]](#)[\[29\]](#)[\[30\]](#)

Step 4 – Action of the School

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the school shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The school shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the center (school) or program environment. Center (School) staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Section 504 Coordinator shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If the investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Code of Student Conduct, Joint Operating Committee policies and administrative regulations, school procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

1. If the complainant or the accused is not satisfied with a finding made pursuant to the policy or with the recommended corrective action, s/he may submit a written appeal to the Section 504 Coordinator within fifteen (15) days.
2. The Section 504 Coordinator shall review the investigation and the investigative report and may also conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.
3. The Section 504 Coordinator shall prepare a written response to the appeal within twenty (20) days. Copies of the response shall be provided to the complainant, the accused and the investigator who conducted the initial investigation.

NOTES:

When writing, use the Full-Day V-T options unless there is backup indicating that the program is only half-day or part-time and that they only implement 504 Service Agreements or special educational programming for their students based on what is developed by the student's school district of residence. Including the Full-Day options ensures they have all required language; the school may remove some of that language or options based on their programs.

Vo-Tech schools with more than one (1) building should also have the option checked for Section 504 building administrator—the Complaint Procedure should be updated to reflect the participation by the "Section 504 building administrator," rather than just "building administrator."

1. 22 PA Code 12.1
2. 22 PA Code 12.4
3. 22 PA Code 15.1 et seq
4. 22 PA Code 339.21
5. 22 PA Code 4.4
6. 28 CFR Part 35
7. 28 CFR Part 36
8. 29 U.S.C. 794
9. 34 CFR Part 104
10. 42 U.S.C. 12101 et seq
11. 45 CFR Part 80 App B
12. Pol. 103
13. 22 PA Code 15.2
14. 42 U.S.C. 12102
15. 22 PA Code 15.7
16. 34 CFR 104.7
17. 22 PA Code 15.4
18. 34 CFR 104.32
19. 34 CFR 104.35
20. 22 PA Code 15.5
21. 22 PA Code 15.6
22. 22 PA Code 339.23
23. 22 PA Code 15.3
24. 34 CFR 104.34
25. 34 CFR 104.37
26. 22 PA Code 15.8
27. 22 PA Code 15.9
28. Pol. 216
29. 20 U.S.C. 1232g
30. 34 CFR Part 99
31. Pol. 218
32. Pol. 233
33. 22 PA Code 10.2
34. 24 P.S. 1303-A
35. 35 P.S. 780-102
36. 22 PA Code 10.21
37. 22 PA Code 10.22
38. 22 PA Code 10.23
39. 22 PA Code 10.25
40. 24 P.S. 1302.1-A
41. Pol. 113.2
42. Pol. 218.1
43. Pol. 218.2
44. Pol. 222
45. Pol. 227
46. Pol. 805.1
47. 22 PA Code 15.1
48. 34 CFR 104.36
49. 22 PA Code 14.162
50. Pol. 806
51. 18 Pa. C.S.A. 2709
52. Pol. 815
- Pol. 113

Book	Policy Manual
Section	100 Programs
Title	Lesson Plans
Code	111 Vol V 2020
Status	First Reading
Last Revised	December 11, 2020

Authority

To ensure continuity of instruction, the Joint Operating Committee requires professional staff members to develop and maintain daily lesson plans.[\[1\]](#)

Delegation of Responsibility

To facilitate more effective instruction, lesson plans must be prepared at least quarterly in advance. **Lesson plans shall** be inspected and must conform to the guidelines established by the

{ } building administrator.

{X} Administrative Director.

Teachers shall make thorough preparation for all daily lessons and shall prepare **plans** reflecting such preparation.

{X} Lesson plans shall be completed and submitted in the designated online platform(s) for review.

Teachers are to provide adequate directions for substitutes, the purpose of which shall be to continue the instructional program or provide a meaningful educational alternative that relates to the program.

Lesson plans must be available **for immediate access by assigned** substitute teachers.

Guidelines

Guidelines for implementation of this policy shall include:

1. {X} Lesson plans may be prepared on master sheets **or online templates**.
2. {X} While teachers are required to be thoroughly prepared for each daily lesson, plans may be prepared for each lesson or on a long-term basis, i.e. unit of work, whichever is most appropriate.
3. {X} Material to be used in a lesson(s), such as **printed or digital** material **and audiovisual resources**, may serve as an integral part of the plan.
4. {X} Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program; individual student **plans or** records may serve as an integral part of the lesson plan.

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Legal	1. 24 P.S. 1850.1
	Pol. 113
	Pol. 814
	Pol. 815

Book	Policy Manual
Section	100 Programs
Title	Discipline of Students With Disabilities
Code	113.1
Status	First Reading
Last Revised	December 11, 2020

Purpose

The ~~center (school)~~ shall implement Positive Behavior Support Plans and programs for students with disabilities who require specific interventions to address behaviors that interfere with learning.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Students with disabilities who violate the Code of Student Conduct, or engage in inappropriate behavior, disruptive or prohibited activities and/or actions injurious to themselves or others, which would typically result in corrective action or discipline of students without disabilities, shall be disciplined in accordance with state and federal laws and regulations and Joint Operating Committee policy and, if applicable, their Individualized Education Program (IEP) and **Positive** Behavior Support Plan.[\[1\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)~~[\[8\]](#)~~

Definitions

Students with disabilities - school-aged children who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[\[2\]](#)

Suspensions from school - disciplinary exclusions from school for a period of one (1) to ten (10) consecutive school days.[\[7\]](#)[\[9\]](#)

Expulsions from school - disciplinary exclusions from the ~~center (school)~~ by the Joint Operating Committee, for a period exceeding ten (10) consecutive school days and may include permanent exclusion from the ~~center (school)~~. The ~~center (school)~~ shall coordinate actions involving expulsions with the student's school district of residence as required by law or the agreement between the sending school district and Joint Operating Committee.[\[7\]](#)[\[9\]](#)

Interim alternative educational settings - removal of a student with a disability from **the student's** current placement. Interim alternative educational settings may be used by school personnel for up to forty-five (45) school days for certain infractions committed by students with disabilities. The IEP team shall determine the interim alternative educational setting; however, this does not constitute a change in placement for a student with a disability.[\[5\]](#)[\[10\]](#)

Authority

The Joint Operating Committee directs that the ~~center (school)~~ shall comply with provisions and procedural safeguards of the Individuals With Disabilities Education Act (IDEA) and federal and state regulations, and shall coordinate with the student's school district of residence when disciplining students with disabilities for violations of Joint Operating Committee policy or ~~center (school)~~ rules or regulations. No student with a disability shall be subjected to a disciplinary change in placement if the student's particular misconduct is a manifestation of his/her disability. However, under certain circumstances, in coordination with the student's school district of residence, a student with a disability may be placed in an interim alternative educational setting by school personnel or the IEP team could, if appropriate, change the student's educational placement to one which is more restrictive than the placement where the misconduct occurred.[\[4\]](#)[\[5\]](#)[\[10\]](#)

Provision of Education During Disciplinary Exclusions

During any period of expulsion, or suspension from the ~~center (school)~~ for more than ten (10) cumulative days in a year, or placement in an interim alternative educational setting for disciplinary reasons, a student with a disability shall continue to receive a free and appropriate **public** education (**FAPE**), in accordance with law. The student's school district of residence shall be responsible to provide **FAPE** in the event of an expulsion from the ~~center (school)~~.[\[5\]](#)[\[9\]](#)[\[11\]](#)

Guidelines

Suspension From School

A student with a disability may be suspended for ten (10) consecutive and fifteen (15) cumulative days of school per school year, for the same reasons and duration as a student without a disability. Such suspension shall not constitute a change in the student's educational placement.[\[4\]](#)[\[5\]](#)[\[9\]](#)[\[10\]](#)[\[12\]](#)

Changes in Educational Placement/Manifestation Determinations

For disciplinary exclusions which constitute a change in educational placement, the ~~center (school)~~, in coordination with the student's school district of residence and IEP team, shall first determine whether the student's behavior is a manifestation of **the student's** disability. Expulsion, or exclusion from school for more than fifteen (15) cumulative days in a year, or patterns of suspensions for substantially identical behaviors constitute changes in educational placements requiring a manifestation determination. For students with intellectual disability, any disciplinary suspension or expulsion is a change in educational placement.[\[4\]](#)[\[5\]](#)

A student with a disability whose behavior is not a manifestation of **the student's** disability may be disciplined in accordance with Joint Operating Committee policy, ~~center (school)~~ rules and regulations in the same manner and to the same extent as students without disabilities.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Parent/Guardian Appeals From Disciplinary Actions/Request for Hearing by Center (School) for Students Who are a Danger to Themselves or Others

A due process hearing may be requested by a parent/guardian of a student with a disability who disagrees with a disciplinary placement or manifestation determination, or by the ~~center (school)~~, in coordination with the student's school district of residence, if the ~~center (school)~~ believes that the current placement is substantially likely to result in injury to the student or others. On parent/guardian appeal, or when the ~~center (school)~~, in coordination with the student's school district of residence, requests a due process hearing, the hearing officer may return the student to the placement from which **the student** was removed or order **the student's** removal to an appropriate interim alternative educational setting for up to forty-five (45) school days if the hearing officer determines that maintaining **the student's** current placement is substantially likely to result in an injury to the student or others.[\[10\]](#)[\[13\]](#)

Placement during appeals of disciplinary actions shall be in the interim alternative educational setting pending the decision of the hearing officer or expiration of the time period set for the disciplinary exclusion from the student's regular placement unless the ~~center (school)~~, school district of residence and the parent/guardian agree otherwise.[\[10\]](#)[\[14\]](#)

Students Not Identified as Disabled/Pending Evaluation

Students who have not been identified as disabled may be subject to the same disciplinary measures applied to students without disabilities if the ~~center (school)~~ did not have knowledge of the disability. If a request for evaluation is made during the period the student is subject to disciplinary measures, the ~~center (school)~~ shall contact the student's school district of residence and an evaluation shall be expedited.[\[10\]](#)[\[15\]](#)

Administrative Removal to Interim Alternative Educational Setting for Certain Infractions

~~Center (School)~~ personnel shall contact the student's school district of residence and notify it of the need to remove a student with a disability, including intellectual disability, to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:[\[5\]](#)[\[10\]](#)

1. Carries a weapon to or possesses a weapon at the ~~center (school)~~, on ~~center (school)~~ property, or at ~~center (school)~~ functions. For purposes of this provision, **weapon** is defined as a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half (2 ½) inches in length.[\[5\]](#)[\[10\]](#)[\[16\]](#)[\[17\]](#)
2. Knowingly possesses or uses illegal drugs, as defined by law, or sells or solicits the sale of a controlled substance, as defined by law, while at the ~~center (school)~~, on ~~center (school)~~ property, or at ~~center (school)~~ functions.[\[5\]](#)[\[10\]](#)[\[18\]](#)[\[19\]](#)
3. Has inflicted serious bodily injury upon another person while at the ~~center (school)~~, on ~~center (school)~~ property, or at ~~center (school)~~ functions. For purposes of this provision, **serious bodily injury** means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty.[\[5\]](#)[\[10\]](#)[\[20\]](#)

~~Center (School)~~ personnel shall provide the student's school district of residence with the supporting information necessary for the school district of residence and the student's IEP team to determine the interim alternative educational setting for the student.

Referral to Law Enforcement And Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[\[21\]](#)[\[22\]](#)[\[23\]](#)

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents committed on ~~center (school)~~ property, at any ~~center (school)~~-sponsored activity or on a conveyance providing transportation to or from the ~~center (school)~~ or a ~~center (school)~~-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the ~~center's (school's)~~ property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies. The Administrative Director or designee, in coordination with the student's school district of residence, shall respond to such incidents in accordance with law and regulations and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[\[1\]](#)[\[3\]](#)[\[6\]](#)[\[10\]](#)[\[17\]](#)[\[19\]](#)[\[21\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)[\[33\]](#)

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the ~~center (school)~~ shall contact the student's school district of residence to convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Joint Operating Committee policy.[\[1\]](#)[\[3\]](#)[\[26\]](#)

When reporting an incident committed by a student with a disability to the appropriate authorities, the ~~center (school)~~, in coordination with the student's school district of residence, shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The ~~center (school)~~ **shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.**[\[10\]](#)[\[21\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[29\]](#)[\[33\]](#)[\[34\]](#)[\[35\]](#)[\[36\]](#)[\[37\]](#)

In accordance with state law, the Administrative Director shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by students with disabilities, including students for whom an evaluation is pending, which occurred on ~~center (school)~~ property, at any ~~center (school)~~-sponsored activity or on a conveyance providing transportation to or from the ~~center (school)~~ or a ~~center (school)~~-sponsored activity.[\[22\]](#)[\[33\]](#)

1. 22 PA Code 14.133
2. Pol. 113
3. Pol. 113.2
4. 22 PA Code 14.143
5. 34 CFR 300.530
6. Pol. 218
7. Pol. 233
8. Pol. 832
9. 22 PA Code 12.6
10. 20 U.S.C. 1415
11. 20 U.S.C. 1412
12. 34 CFR 300.536
13. 34 CFR 300.532
14. 34 CFR 300.533
15. 34 CFR 300.534
16. 18 U.S.C. 930
17. Pol. 218.1
18. 21 U.S.C. 812
19. Pol. 227
20. 18 U.S.C. 1365
21. 22 PA Code 10.2
22. 24 P.S. 1303-A
23. 35 P.S. 780-102
24. 22 PA Code 10.21
25. 22 PA Code 10.22
26. 22 PA Code 10.23
27. 22 PA Code 10.25
28. 24 P.S. 1302.1-A
29. 34 CFR 300.535
30. Pol. 103.1
31. Pol. 218.2
32. Pol. 222
33. Pol. 805.1
34. 20 U.S.C. 1232g
35. 34 CFR Part 99
36. Pol. 113.3
37. Pol. 216
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

Book	Policy Manual
Section	100 Programs
Title	Behavior Support
Code	113.2 Vol VI 2020
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Last Revised	December 11, 2020

Purpose

Students with disabilities shall be educated in the least restrictive environment **(LRE) in accordance with their Individualized Education Program (IEP)** and shall only be placed in settings other than the regular education class when the nature or severity of the student’s disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily **and cannot meet the needs of the student**. The IEP team for a student with a disability shall develop a Positive Behavior Support Plan if the student requires specific intervention to address behavior that interferes with learning. A representative from the school shall participate on the IEP team to provide input regarding placement decisions and development of the Positive Behavior Support Plan.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Authority

The Joint Operating Committee directs that the ~~center (school)~~ shall implement students’ **Positive Behavior Support Plans** based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including de-escalation techniques. Behavior support programs and plans shall be based on a functional **behavioral assessment** and shall include a variety of research-based techniques to develop and maintain skills that will enhance students’ opportunity for learning and self-fulfillment.[\[1\]](#)[\[2\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Definitions

The following terms shall have these meanings, unless the context clearly indicates otherwise.[\[2\]](#)

Aversive techniques - deliberate activities designed to establish a negative association with a specific behavior.

Behavior support - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

Positive Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student’s IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.

Positive techniques - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.

Restraints - application of physical force, with or without the use of any device, designed to restrain free movement of a student’s body, excluding the following:

1. Briefly holding a student, without force, to calm or comfort **the student**.
2. Guiding a student to an appropriate activity.
3. Holding a student’s hand to escort **the student** safely from one area to another.
4. Hand-over-hand assistance with feeding or task completion.
5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student’s parents/guardians and specified in the IEP.
6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices.

Students with disabilities - school-aged children who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[\[10\]](#)

Delegation of Responsibility

The Administrative Director or designee shall ensure that this Joint Operating Committee policy is implemented in accordance with federal and state laws and regulations.

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

The Administrative Director or designee shall provide regular training, and retraining as needed, of staff in the use of specific procedures, methods and techniques, including **de-escalation techniques, emergency responses and** restraints, that will be used to implement positive behavior supports or interventions in accordance with students’ IEPs, **Positive Behavior Support Plans** and Joint Operating Committee policy.[\[2\]](#)

The Administrative Director or designee shall maintain and report data on the use of restraints to participating school districts, as required.[\[2\]](#)

Guidelines

When an intervention is necessary to address problem behavior, the **positive techniques and** types of intervention chosen for a student shall be the least intrusive necessary.[\[2\]](#)

Physical Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective.[2]

The Administrative Director or designee shall notify the parent/guardian and student's school district of residence as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall request a meeting of the IEP team **to** convene within ten (10) school days of the use of restraints, unless the parent/guardian, after written notice from the student's school district of residence, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised Positive Behavior Support Plan, or a change of placement to address the inappropriate behavior.[2]

Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of **a student** when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians and school district of residence.[2]

Mechanical restraints shall prevent a student from injuring **the student** or others or promote normative body positioning and physical functioning.

Aversive Techniques

The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs:[2]

1. Corporal punishment.
2. Punishment for a manifestation of a student's disability.
3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit.
4. Noxious substances.
5. Deprivation of basic human rights, such as withholding meals, water or fresh air.
6. Suspensions constituting a pattern as defined in state regulations.[12]
7. Treatment of a demeaning nature.
8. Electric shock.
9. Methods implemented by untrained personnel.
10. Prone restraints, which are restraints by which a student is held face down on the floor.

Referral to Law Enforcement

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents committed on ~~center (school)~~ property, at any ~~center (school)~~-sponsored activity or on a conveyance providing transportation to or from the ~~center (school)~~ or a ~~center (school)~~-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the ~~center's (school's)~~ property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies. The Administrative Director or designee, in coordination with the student's school district of residence, shall respond to such incidents in accordance with law and regulations and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[2][7][11][13][14][15][16][17][18][19][20][21][22][23][24][25][26]

For a student with a disability who has a Positive Behavior Support Plan at the time of referral, subsequent to notification to law enforcement, the ~~center (school)~~ shall contact the student's school district of residence to request an updated functional behavioral assessment and **Positive** Behavior Support Plan.[2][9][16]

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the ~~center (school)~~ shall contact the student's school district of residence to convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law and regulations.[2][16]

Relations With Law Enforcement

The ~~center (school)~~ shall provide a copy of its administrative regulations and procedures for implementing **positive** behavior support plans to each local police department that has jurisdiction over ~~center (school)~~ property. Updated copies shall be provided each time the administrative regulations and procedures are revised by the center (school).[16][26]

The ~~center (school)~~ shall invite representatives of each local police department that has jurisdiction over ~~center (school)~~ property to participate in ~~center (school)~~ training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention.[2][16][26]

1. 20 U.S.C. 1414
2. 22 PA Code 14.133
3. 22 PA Code 14.145
4. 22 PA Code 339.21
5. 34 CFR 300.114
6. 34 CFR 300.324
7. 20 U.S.C. 1415
8. 34 CFR 300.34
9. 34 CFR 300.530
10. Pol. 113
11. Pol. 113.1
12. 22 PA Code 14.143
13. 22 PA Code 10.2
14. 22 PA Code 10.21
15. 22 PA Code 10.22
16. 22 PA Code 10.23
17. 22 PA Code 10.25
18. 24 P.S. 1302.1-A
19. 34 CFR 300.535
20. Pol. 103.1
21. Pol. 218
22. Pol. 218.1
23. Pol. 218.2
24. Pol. 222
25. Pol. 227
26. Pol. 805.1
- 24 P.S. 1303-A
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

Pennsylvania Training and Technical Assistance Network, Question and Answer Compendium, January 2020

Book	Policy Manual
Section	100 Programs
Title	Confidentiality of Special Education Student Information
Code	113.3 Vol VI 2020
Status	First Reading
Last Revised	December 11, 2020

Authority

The Joint Operating Committee recognizes the need to protect the confidentiality of personally identifiable information in the education records of students with disabilities.[\[1\]](#)[\[2\]](#)

The ~~center (school)~~ shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, retaining, disclosing and destroying student special education records, in accordance with Joint Operating Committee policy, state requirements, and federal and state law and regulations.[\[2\]](#)[\[3\]](#)

The rights provided by this policy apply to parents/guardians of students who receive special education programming and services implemented by the ~~center (school)~~ or an outside program provided through the center (school).[\[4\]](#)[\[5\]](#)

Definitions

Destruction shall mean the physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.[\[6\]](#)

Disclosure shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.[\[7\]](#)

Education records, for purposes of this policy, shall include the records and information covered under the definition of education records in the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.[\[2\]](#)[\[7\]](#)[\[8\]](#)

Personally identifiable information includes, but is not limited to:[\[7\]](#)[\[9\]](#)

1. The name of a student, the student's parents/guardians or other family members.
2. The address of the student or student's family.
3. A personal identifier, such as the student's social security number, student number, or biometric record.
4. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
5. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
6. Information requested by a person who the ~~center (school)~~ reasonably believes knows the identity of the student to whom the education record relates.

Guidelines

Parental Access Rights

The ~~center (school)~~ shall permit parents/guardians to inspect and review any education records relating to their child(ren) that are collected, retained, or used by the ~~center (school)~~ in connection with providing or implementing special education services to the student.[\[10\]](#)[\[11\]](#)

The ~~center (school)~~ shall comply with a parental request to inspect and review education records without unnecessary delay and before any meeting regarding an Individualized Education Program (IEP); any impartial due process hearing relating to the identification, evaluation, educational placement, or the provision of a free and appropriate public education (FAPE) to a student; a hearing related to the discipline of the student; and a resolution meeting.

The ~~center (school)~~ shall presume a parent/guardian has authority to inspect and review records relating to **their** child unless it has been provided documentation that the requesting parent/guardian does not have this authority under applicable state law.[\[10\]](#)[\[12\]](#)

The ~~center (school)~~ shall comply with a parental request for review within forty-five (45) days following receipt of the request.[\[10\]](#)[\[11\]](#)

A parent's/guardian's right to inspect and review education records includes the right to:

1. A response from the ~~center (school)~~ to reasonable requests for explanations and interpretations of the records;
2. Request that the ~~center (school)~~ provide copies of the records if failure to provide copies would effectively prevent the parent/guardian from exercising the right to inspect and review the records; and
3. Have a representative inspect and review the records.

If an education record includes information on more than one (1) student, the parents/guardians shall have access only to the information relating to their child or shall be informed of the information in the record.[\[13\]](#)[\[14\]](#)

The ~~center (school)~~ shall provide parents/guardians, upon request, a list of the types and locations of education records collected, maintained, or used by the ~~center (school)~~.[\[15\]](#)

Fees

The ~~center (school)~~ may charge a fee for copies of records that are made for parents/guardians so long as the fee does not effectively prevent parents/guardians from exercising their right to inspect and review those records. [\[16\]](#)[\[17\]](#)

The ~~center (school)~~ shall not charge a fee to search for or to retrieve information in response to a parental request.

Record of Access

The ~~center (school)~~ shall keep a record of parties obtaining access to education records collected, maintained, or used in providing or implementing special education **and related** services to students with disabilities, except access by parents/guardians and authorized ~~center (school)~~ employees. [\[18\]](#)

The ~~center (school)~~'s record of access shall include the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Amendment of Records Upon Parental Request

If a parent/guardian believes that information in the student's education records is inaccurate, misleading or violates the privacy or other rights of the student, the parent/guardian may request that the ~~center (school)~~ amend the information. If the information in question was provided by the student's school district of residence, the ~~center (school)~~ shall coordinate with the school district of residence to address a request for amendment. [\[19\]](#)[\[20\]](#)

The ~~center (school)~~ shall decide whether to amend the information within a reasonable period of time from receipt of the request.

If the ~~center (school)~~ declines to amend the information in accordance with a parental request, the ~~center (school)~~ shall inform the parent/guardian of the refusal and advise the parent/guardian of the right to a hearing.

Records Hearing

The ~~center (school)~~ shall, on request, provide parents/guardians with an opportunity for a hearing to challenge information in the student's education records to ensure that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. The ~~center (school)~~ recognizes that parents/guardians who believe that there is a due process violation relating to an alleged violation of confidentiality may also request a special education due process hearing. If the information in question was provided by the student's school district of residence, the ~~center (school)~~ shall coordinate with the school district of residence to address the request for a hearing. [\[21\]](#)[\[22\]](#)[\[23\]](#)

Hearing Procedures

A hearing to challenge information in education records must meet the following requirements: [\[24\]](#)[\[25\]](#)

1. The ~~center (school)~~ shall hold the hearing within a reasonable time after receiving the request for a hearing.
2. The ~~center (school)~~ shall give the parent/guardian reasonable advanced written notice of the date, time, and place of the hearing.
3. The hearing may be conducted by any individual, including a ~~center (school)~~ official, who does not have a direct interest in the outcome of the hearing.
4. The ~~center (school)~~ shall give the parent/guardian a full and fair opportunity to present relevant evidence. The parent/guardian may, at **their** own expense, be assisted or represented by one (1) or more individuals of **their** choice, including an attorney.
5. The ~~center (school)~~ shall inform parents/guardians of its decision in writing within a reasonable period of time after the hearing.
6. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

Result of Hearing

If, as a result of the hearing, the ~~center (school)~~ decides that the information is inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the center (school) shall amend the information accordingly and inform the parent/guardian in writing. [\[23\]](#)[\[26\]](#)

If, as a result of the hearing, the ~~center (school)~~ decides that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the ~~center (school)~~ shall inform the parent/guardian of the parent's/guardian's right to place in the student's records a statement commenting on the information and/or providing any reasons for disagreeing with the ~~center (school)~~'s decision.

Any explanation placed in the student's records shall be:

1. Maintained by the ~~center (school)~~ as part of the student's records as long as the record or contested portion is maintained by the ~~center (school)~~; and
2. Included with the record or contested portion if the record or contested portion are disclosed to any party.

Storage, Retention and Destruction of Information

The ~~center (school)~~ shall store all education records and personally identifiable information of students receiving special education services in such a way as to protect the confidentiality and integrity of the records and information, prevent unauthorized access to and disclosure of records and information, and ensure compliance with other legal and regulatory requirements regarding records retention. [\[27\]](#)

The ~~center (school)~~ shall maintain, for public inspection, a current listing of the names and positions of those ~~center (school)~~ employees who have access to personally identifiable information. [\[27\]](#)

In order to comply with state compliance monitoring requirements, the center (school) shall maintain education records for students receiving special education services for at least six (6) years. [\[2\]](#)

The ~~center (school)~~ shall inform parents/guardians when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student. After notice, such information shall be destroyed upon parental request. [\[28\]](#)

No education record shall be destroyed if there is an outstanding request to inspect or review the record or if a litigation hold exists. [\[11\]](#)

The ~~center (school)~~

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maintain a permanent record of the student's name, address, and phone number, grades, attendance record, classes attended, grade level or program completed, and year completed.^[28]

The ~~center (school)~~ shall ensure the destruction of education records in a manner that protects the confidentiality and privacy rights of the student and **the student's** family.^[27]

Disclosure to Third Parties

The ~~center (school)~~ shall obtain parental consent before disclosing personally identifiable information to parties other than ~~center (school)~~ officials with a legitimate educational interest or other educational institutions that provide special education services to the student for the purposes of meeting a requirement of law or regulation unless the information is contained in education records and the disclosure is permitted without parental consent under law and regulations.^{[2][29][30][31][32][33][34]}

Parental consent must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.^[30]

Disclosure to Law Enforcement

When reporting an incident committed by a student with a disability to the appropriate authorities, in accordance with applicable law, regulations and Joint Operating Committee policy, the center (school) shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The center (school) shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.^{[2][8][33][35][36][37][38][39][40][41][42]}

Delegation of Responsibility

In order to maintain the confidentiality of the educational records and personally identifiable information of students with disabilities, the Joint Operating Committee designates the Administrative Director or designee to coordinate the ~~center (school)~~'s efforts to comply with this policy and applicable laws and regulations.^[27]

All ~~center (school)~~ employees collecting or using personally identifiable information shall receive training or instruction regarding Joint Operating Committee policy, administrative regulations, and state and federal law and regulations regarding confidentiality of education records and personally identifiable information.^[27]

1. Pol. 113
2. Pol. 216
3. 34 CFR 300.611-300.627
4. 34 CFR 300.520
5. 34 CFR 300.625
6. 34 CFR 300.611
7. 34 CFR 99.3
8. 20 U.S.C. 1232g
9. 34 CFR 300.32
10. 34 CFR 300.613
11. 34 CFR 99.10
12. 34 CFR 99.4
13. 34 CFR 300.615
14. 34 CFR 99.12
15. 34 CFR 300.616
16. 34 CFR 300.617
17. 34 CFR 99.11
18. 34 CFR 300.614
19. 34 CFR 300.618
20. 34 CFR 99.20
21. 34 CFR 300.510-300.516
22. 34 CFR 300.619
23. 34 CFR 99.21
24. 34 CFR 300.621
25. 34 CFR 99.22
26. 34 CFR 300.620
27. 34 CFR 300.623
28. 34 CFR 300.624
29. 34 CFR 300.154
30. 34 CFR 300.622
31. 34 CFR 99.30
32. 34 CFR 99.31
33. Pol. 113.1
34. Pol. 113.2
35. 20 U.S.C. 1415
36. 22 PA Code 10.2
37. 22 PA Code 10.21
38. 22 PA Code 10.22
39. 22 PA Code 10.23
40. 34 CFR 300.535
41. 34 CFR Part 99
42. Pol. 805.1
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

Pennsylvania Department of Education Individuals With Disabilities Education Act Part B LEA Policies and Procedures under 34 CFR §§300.101 - 300.176 (2018)

Bureau of Special Education Letter to School Entities on Retention of Records, Dated November 9, 2009

Book	Policy Manual
Section	100 Programs
Title	Confidentiality of Special Education Student Information
Code	113.3 Vol VI 2020
Status	First Reading
Last Revised	December 11, 2020

Authority

The Joint Operating Committee recognizes the need to protect the confidentiality of personally identifiable information in the education records of students with disabilities.[1][2]

The ~~center (school)~~ shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, retaining, disclosing and destroying student special education records, in accordance with Joint Operating Committee policy, state requirements, and federal and state law and regulations.[2][3]

The rights provided by this policy apply to parents/guardians of students who receive special education programming and services implemented by the ~~center (school)~~ or an outside program provided through the center (school).[4][5]

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Destruction shall mean the physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.[6]

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1. The name of a student, the student's parents/guardians or other family members.
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The ~~center (school)~~ shall presume a parent/guardian has authority to inspect and review records relating to **their** child unless it has been provided documentation that the requesting parent/guardian does not have this authority under applicable state law.[10][12]

The ~~center (school)~~ shall comply with a parental request for review within forty-five (45) days following receipt of the request.[10][11]

A parent's/guardian's right to inspect and review education records includes the right to:

1. A response from the ~~center (school)~~ to reasonable requests for explanations and interpretations of the records;
2. Request that the ~~center (school)~~ provide copies of the records if failure to provide copies would effectively prevent the parent/guardian from exercising the right to inspect and review the records; and
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If an education record includes information on more than one (1) student, the parents/guardians shall have access only to the information relating to their child or shall be informed of the information in the record.[13][14]

The ~~center (school)~~ shall provide parents/guardians, upon request, a list of the types and locations of education records collected, maintained, or used by the ~~center (school)~~.[15]

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The ~~center (school)~~ may charge a fee for copies of records that are made for parents/guardians so long as the fee does not effectively prevent parents/guardians from exercising their right to inspect and review those records. [\[16\]](#)[\[17\]](#)

The ~~center (school)~~ shall not charge a fee to search for or to retrieve information in response to a parental request.

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The ~~center (school)~~'s record of access shall include the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

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The ~~center (school)~~ shall decide whether to amend the information within a reasonable period of time from receipt of the request.

If the ~~center (school)~~ declines to amend the information in accordance with a parental request, the ~~center (school)~~ shall inform the parent/guardian of the refusal and advise the parent/guardian of the right to a hearing.

Records Hearing

The ~~center (school)~~ shall, on request, provide parents/guardians with an opportunity for a hearing to challenge information in the student's education records to ensure that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. The ~~center (school)~~ recognizes that parents/guardians who believe that there is a due process violation relating to an alleged violation of confidentiality may also request a special education due process hearing. If the information in question was provided by the student's school district of residence, the ~~center (school)~~ shall coordinate with the school district of residence to address the request for a hearing. [\[21\]](#)[\[22\]](#)[\[23\]](#)

Hearing Procedures

A hearing to challenge information in education records must meet the following requirements: [\[24\]](#)[\[25\]](#)

1. The ~~center (school)~~ shall hold the hearing within a reasonable time after receiving the request for a hearing.
2. The ~~center (school)~~ shall give the parent/guardian reasonable advanced written notice of the date, time, and place of the hearing.
3. The hearing may be conducted by any individual, including a ~~center (school)~~ official, who does not have a direct interest in the outcome of the hearing.
4. The ~~center (school)~~ shall give the parent/guardian a full and fair opportunity to present relevant evidence. The parent/guardian may, at **their** own expense, be assisted or represented by one (1) or more individuals of **their** choice, including an attorney.
5. The ~~center (school)~~ shall inform parents/guardians of its decision in writing within a reasonable period of time after the hearing.
6. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

Result of Hearing

If, as a result of the hearing, the ~~center (school)~~ decides that the information is inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the center (school) shall amend the information accordingly and inform the parent/guardian in writing. [\[23\]](#)[\[26\]](#)

If, as a result of the hearing, the ~~center (school)~~ decides that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the ~~center (school)~~ shall inform the parent/guardian of the parent's/guardian's right to place in the student's records a statement commenting on the information and/or providing any reasons for disagreeing with the ~~center (school)~~'s decision.

Any explanation placed in the student's records shall be:

1. Maintained by the ~~center (school)~~ as part of the student's records as long as the record or contested portion is maintained by the ~~center (school)~~; and
2. Included with the record or contested portion if the record or contested portion are disclosed to any party.

Storage, Retention and Destruction of Information

The ~~center (school)~~ shall store all education records and personally identifiable information of students receiving special education services in such a way as to protect the confidentiality and integrity of the records and information, prevent unauthorized access to and disclosure of records and information, and ensure compliance with other legal and regulatory requirements regarding records retention. [\[27\]](#)

The ~~center (school)~~ shall maintain, for public inspection, a current listing of the names and positions of those ~~center (school)~~ employees who have access to personally identifiable information. [\[27\]](#)

In order to comply with state compliance monitoring requirements, the center (school) shall maintain education records for students receiving special education services for at least six (6) years. [\[2\]](#)

The ~~center (school)~~ shall inform parents/guardians when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student. After notice, such information shall be destroyed upon parental request. [\[28\]](#)

No education record shall be destroyed if there is an outstanding request to inspect or review the record or if a litigation hold exists. [\[11\]](#)

The ~~center (school)~~

{ } shall

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maintain a permanent record of the student's name, address, and phone number, grades, attendance record, classes attended, grade level or program completed, and year completed.^[28]

The ~~center (school)~~ shall ensure the destruction of education records in a manner that protects the confidentiality and privacy rights of the student and **the student's** family.^[27]

Disclosure to Third Parties

The ~~center (school)~~ shall obtain parental consent before disclosing personally identifiable information to parties other than ~~center (school)~~ officials with a legitimate educational interest or other educational institutions that provide special education services to the student for the purposes of meeting a requirement of law or regulation unless the information is contained in education records and the disclosure is permitted without parental consent under law and regulations.^{[2][29][30][31][32][33][34]}

Parental consent must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.^[30]

Disclosure to Law Enforcement

When reporting an incident committed by a student with a disability to the appropriate authorities, in accordance with applicable law, regulations and Joint Operating Committee policy, the center (school) shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The center (school) shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.^{[2][8][33][35][36][37][38][39][40][41][42]}

Delegation of Responsibility

In order to maintain the confidentiality of the educational records and personally identifiable information of students with disabilities, the Joint Operating Committee designates the Administrative Director or designee to coordinate the ~~center (school)~~'s efforts to comply with this policy and applicable laws and regulations.^[27]

All ~~center (school)~~ employees collecting or using personally identifiable information shall receive training or instruction regarding Joint Operating Committee policy, administrative regulations, and state and federal law and regulations regarding confidentiality of education records and personally identifiable information.^[27]

1. Pol. 113
2. Pol. 216
3. 34 CFR 300.611-300.627
4. 34 CFR 300.520
5. 34 CFR 300.625
6. 34 CFR 300.611
7. 34 CFR 99.3
8. 20 U.S.C. 1232g
9. 34 CFR 300.32
10. 34 CFR 300.613
11. 34 CFR 99.10
12. 34 CFR 99.4
13. 34 CFR 300.615
14. 34 CFR 99.12
15. 34 CFR 300.616
16. 34 CFR 300.617
17. 34 CFR 99.11
18. 34 CFR 300.614
19. 34 CFR 300.618
20. 34 CFR 99.20
21. 34 CFR 300.510-300.516
22. 34 CFR 300.619
23. 34 CFR 99.21
24. 34 CFR 300.621
25. 34 CFR 99.22
26. 34 CFR 300.620
27. 34 CFR 300.623
28. 34 CFR 300.624
29. 34 CFR 300.154
30. 34 CFR 300.622
31. 34 CFR 99.30
32. 34 CFR 99.31
33. Pol. 113.1
34. Pol. 113.2
35. 20 U.S.C. 1415
36. 22 PA Code 10.2
37. 22 PA Code 10.21
38. 22 PA Code 10.22
39. 22 PA Code 10.23
40. 34 CFR 300.535
41. 34 CFR Part 99
42. Pol. 805.1
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

Pennsylvania Department of Education Individuals With Disabilities Education Act Part B LEA Policies and Procedures under 34 CFR §§300.101 - 300.176 (2018)

Bureau of Special Education Letter to School Entities on Retention of Records, Dated November 9, 2009

Book	Policy Manual
Section	100 Programs
Title	Cooperative Education
Code	115
Status	First Reading
Adopted	June 28, 2018
Last Revised	December 11, 2020

Purpose

The Joint Operating Committee endorses a cooperative relationship between the school and business and industry. Students benefit from this relationship by having the opportunity to translate learning to the workplace. Business and industry benefit by utilizing and training skilled workers.

Authority

The Joint Operating Committee shall approve and support cooperative career and technical education and work-study programs and shall supervise the nature and conduct of student employment.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Joint Operating Committee shall ensure that all students and parents/guardians are informed of the student's rights to participate in career and technical education programs and courses and that students with disabilities enrolled in such programs are entitled to services under state and federal laws and regulations.[\[1\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

Definition

Cooperative career and technical education - a planned method of instruction developed through a signed cooperative arrangement among school representatives, students, parents/guardians and employers in the community to provide students with an opportunity to alternate in-school academic and career and technical instruction in entry-level paid employment in an occupational field, in which the student's total occupational work experience is planned, coordinated and supervised by the school in close cooperation with the employer.[\[9\]](#)[\[10\]](#)[\[11\]](#)

Delegation of Responsibility

The Director or designee shall be responsible for developing procedures which ensure that students participating in cooperative education and work-study programs are not exploited, illegally employed, or employed under conditions that fail to safeguard their health and safety.

Guidelines

Child Abuse Prevention Requirements

Employers who participate in school internship, externship, work study, co-op, or similar programs shall adopt policies and procedures that ensure compliance with the following procedures required by the Child Protective Services Law.

Identification of Adult Responsible for Child's Welfare -

When a school student under the age of eighteen (18) years old participates in an internship, externship, work study, co-op, or similar program with an outside employer, the school and the employer shall, prior to commencing participation, identify an adult(s) who will be the student's supervisor while the child participates in the program. The identified adult(s) will be the person responsible for the child's welfare.[\[12\]](#)[\[13\]](#)

The identified adult(s) shall be in the immediate vicinity of the child at regular intervals during the program. **Immediate vicinity** shall mean an area in which an individual is physically present with a child and can see, hear, direct and assess the activities of the child.[\[12\]](#)[\[13\]](#)

Certifications -

Prior to commencement of the program, the identified adult shall submit the following information to the Director or designee:[\[13\]](#)

1. PA Child Abuse History Clearance - which must be less than sixty (60) months old.
2. PA State Police Criminal History Record Information - which must be less than sixty (60) months old.
3. Federal Criminal History Report - which must be less than sixty (60) months old.
4. Disclosure Statement – which is a statement swearing or affirming applicant has not been disqualified from service by reason of conviction of designated criminal offenses or being listed as the perpetrator in a founded report of child abuse.[\[14\]](#)

The Director or designee shall review the information and determine if information is disclosed that precludes identification of the adult as the supervisor responsible for the child's welfare.

Information submitted by an identified adult in accordance with this policy shall be maintained centrally in a manner similar to that for school employees.

Arrest or Conviction Reporting Requirements -

An identified adult shall notify the employer, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law.[\[14\]](#)

An identified adult shall also report to the employer, within seventy-two (72) hours of notification, that s/he has been listed as a perpetrator in the Statewide database, in accordance with the Child Protective Services Law.[\[14\]](#)

Failure to accurately report such occurrences may subject the identified adult to disciplinary action up to and including termination of employment and criminal prosecution.[\[14\]](#)

The employer shall immediately require an identified adult to submit new certifications when there is a reasonable belief that the identified adult was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.[\[14\]](#)

If the employer receives notice of such occurrences from either the adult or a third party, the employer shall immediately report that information to the Director or designee in writing.[\[14\]](#)

Child Abuse Reporting -

Identified adults who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with the Child Protective Services Law.[\[15\]](#)[\[16\]](#)

- Legal
1. 22 PA Code 4.31

2. 22 PA Code 11.8

3. 22 PA Code 11.28

4. 22 PA Code 339.29

5. Pol. 103

6. Pol. 103.1

7. Pol. 113

8. Pol. 138

9. 24 P.S. 1801

10. 24 P.S. 1850.1

11. 22 PA Code 4.3

12. 23 Pa. C.S.A. 6303

13. 23 Pa. C.S.A. 6344

14. 23 Pa. C.S.A. 6344.3

15. 23 Pa. C.S.A. 6311

16. Pol. 806

23 Pa. C.S.A. 6301 et seq

Book	Policy Manual
Section	100 Programs
Title	Extracurricular Activities
Code	122 Vol VI 2020
Status	First Reading
Last Revised	December 11, 2020

Purpose

The Joint Operating Committee believes that the ~~center's (school's)~~ goals and objectives are best achieved by a diversity of learning experiences, some of which are more appropriately conducted outside the regular curricular program of the ~~center (school)~~. The Joint Operating Committee strongly supports vocational student organizations.

Definitions

For purposes of this policy, **extracurricular activities** shall be those programs that are sponsored or approved by the Joint Operating Committee; are conducted wholly or partly outside the regular school day; are marked by student participation in the processes of initiation, planning, organizing, and execution; and are equally available to all students who voluntarily elect to participate.^[1]

~~{ } For purposes of this policy, an **athletic activity** shall mean all of the following: ^[2]^[3]An athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with the center (school), including cheerleading, club sponsored sports activities and sports activities sponsored by center (school) affiliated organizations.~~

- ~~1. Noncompetitive cheerleading that is sponsored by or associated with the center (school). Practices, interschool practices and scrimmages for all athletic activities.~~

Authority

The Joint Operating Committee shall make the facilities, supplies and equipment of the ~~center (school)~~ available and shall assign staff members for the support of extracurricular activities for students. Such availability and assignment shall be in accordance with the Equal Access Act.^[4]^[5]^[6]^[7]^[8]

Any extracurricular activity shall be considered to be under the sponsorship of the Joint Operating Committee when it has been

- ~~{X}~~ approved by the Joint Operating Committee on recommendation of the Administrative Director.
- ~~{X}~~ approved by the Administrative Director and reported to the Joint Operating Committee for their information and review.
- ~~{X}~~ approved by the Administrative Director.

The Joint Operating Committee shall maintain the program of extracurricular activities at no cost to participating students, except that:

- ~~{X}~~ The Joint Operating Committee's responsibility for provision of supplies shall carry the same exemptions as stated in the policy on regular ~~center (school)~~ supplies.^[9]
- ~~{X}~~ Students may assume all or part of the costs for travel and attendance at extracurricular events and trips.
- ~~{X}~~ Where eligibility requirements are necessary or desirable, the Joint Operating Committee shall be informed and must approve the establishment of eligibility standards before they are operable.

Off-Campus Activities

This policy shall also apply to student conduct that occurs off ~~center (school)~~ property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist:^[10]

- The conduct occurs during the time the student is traveling to and from the ~~center (school)~~ or a ~~center (school)~~-sponsored activity, whether or not via ~~center (school)~~ furnished transportation.
- 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.
- Student expression or conduct materially and substantially disrupts the operations of the ~~center (school)~~, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the ~~center (school)~~.
- The conduct has a direct nexus to attendance at the ~~center (school)~~ or a ~~center (school)~~-sponsored activity, for example, a transaction conducted outside of the ~~center (school)~~ pursuant to an agreement made in the ~~center (school)~~, that would violate the Code of Student Conduct if conducted in the ~~center (school)~~.
- The conduct involves the theft or vandalism of ~~center (school)~~ property.
- There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at the ~~center (school)~~ or ~~center (school)~~-sponsored activities.

Delegation of Responsibility

~~{ } Each school year, prior to participation in an athletic activity, every student athlete and **their** parent/guardian shall sign and return the acknowledgement of receipt and review of the following: ^[2]^[11]^[12]^[13]Concussion and Traumatic Brain Injury Information Sheet.~~

- ~~Sudden Cardiac Arrest Symptoms and Warning Signs Information Sheet. The Administrative Director or designee shall develop administrative regulations to implement the extracurricular activities program.~~

Guidelines

Guidelines shall ensure that the program of extracurricular activities:

1. {X} Assesses the needs and interests of and is responsive to students.
2. {X} Invites the participation of parents/guardians and community in developing extracurricular activities. Such participation shall be in accordance with the Equal Access Act.[\[4\]](#)
3. {X} Involves students in developing and planning extracurricular activities.
4. {X} Ensures provision of competent guidance and supervision by staff.
5. {X} Guards against exploitation of students.
6. {X} Provides a variety of experiences and diversity of organizational models.
7. {X} Provides for continuing evaluation of the program and its components.
8. {X} Ensures that all extracurricular activities are open to all students and that all students are fully informed of the opportunities open to them.[\[1\]](#)
[\[14\]](#)

Equal Access Act

The ~~center-(school)~~ shall provide secondary students the opportunity for noncurriculum-related student groups to meet on the ~~center-(school)~~ premises during noninstructional time for the purpose of conducting a meeting within the limited open forum on the basis of religious, political, philosophical, or other content of the speech at such meetings. Such meetings must be voluntary, student-initiated, and not sponsored in any way by the ~~center-(school)~~, its agents or employees.[\[4\]](#)

Noninstructional time is the time set aside by the ~~center-(school)~~ before actual classroom instruction begins or after actual classroom instruction ends.

The meetings cannot materially and substantially interfere with the orderly conduct of the educational activities in the ~~center-(school)~~.

The Administrative Director or designee shall establish the length of sessions, number per week, and other limitations deemed reasonably necessary.

The ~~center-(school)~~ retains the authority to maintain order and discipline on ~~center-(school)~~ premises in order to protect the well-being of students and employees and to ensure that student attendance at such meetings is voluntary.

NOTES:

Only use the language related to athletic activities, the Concussion and Traumatic Brain Injury Information Sheet, and the Sudden Cardiac Arrest Symptoms and Warning Signs Information Sheet, if the center or school offers such athletic programs or activities.

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Legal

1. 22 PA Code 12.1
2. 24 P.S. 1425
3. 24 P.S. 5322
4. 20 U.S.C. 4071 et seq
5. 24 P.S. 1850.1
6. 24 P.S. 511
7. Pol. 103
8. Pol. 103.1
9. Pol. 110
10. Pol. 218
11. 24 P.S. 5323
12. Pol. 122.1
13. Pol. 122.2
14. 22 PA Code 12.4
- 24 P.S. 5321 et seq

Book	Policy Manual
Section	200 Pupils
Title	Discipline of Student Convicted/Adjudicated of Sexual Assault
Code	218.3 VII 2020
Status	First Reading
Last Reviewed	January 22, 2021

Purpose

The Joint Operating Committee recognizes the importance of a safe school environment for students who are victims of sexual assault. This policy addresses disciplinary requirements for a student convicted or adjudicated delinquent of sexual assault upon another student attending this center (school) or participating in a center (school) program.[\[1\]](#)

Definitions

Conviction – means the finding of guilty by a judge or a jury or the entry of a plea of guilty or nolo contendere for sexual assault whether or not judgment of sentence has been imposed.[\[1\]](#)

School setting – means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[\[1\]](#)

School-sponsored activity – means any assemblies, field trips, class trips, graduation ceremonies, athletics, extracurricular activities, clubs, groups, teams or any activities sponsored, held or approved by the center (school).[\[1\]](#)

Sexual assault – means any of the following offenses:[\[1\]](#)

1. Rape.[\[2\]](#)
2. Statutory sexual assault.[\[3\]](#)
3. Involuntary deviate sexual intercourse.[\[4\]](#)
4. Sexual assault.[\[5\]](#)
5. Aggravated indecent assault.[\[6\]](#)
6. Indecent assault.[\[7\]](#)

Authority

The Joint Operating Committee shall comply with the disciplinary requirements established by state law regarding students who have been convicted or adjudicated delinquent of sexual assault upon another student attending this center (school) or participating in a center (school) program, regardless of whether the sexual assault took place inside or outside of the school setting.[\[1\]](#)[\[8\]](#)[\[9\]](#)

Delegation of Responsibility

A student who is convicted of sexual assault upon another student attending this center (school) or participating in a center (school) program shall be required to notify the Administrative Director or designee of the conviction no later than seventy-two (72) hours after the conviction.[\[1\]](#)

Upon report of a conviction or adjudication of sexual assault upon a student attending this center (school) or participating in a center (school) program, the Administrative Director or designee, in coordination with the appropriate participating school entity, shall take one (1) of the following actions against the convicted or adjudicated student:[\[1\]](#)

1. Recommend that the Joint Operating Committee expel the student from the center (school), in accordance with law and Joint Operating Committee policy.[\[9\]](#)
2. Transfer the student to an alternative education program.
3. Reassign the student to another school or educational program.

If the convicted or adjudicated student has already been expelled, transferred or reassigned, or if the victim does not attend the same school or program, no additional action regarding expulsion, transfer or reassignment is required by the center (school). Although action is not required, the center (school), in coordination with the appropriate participating school entity, maintains the authority to make an alternative assignment or provide alternative educational services during or after an expulsion at the discretion of the Administrative Director or designee.[\[1\]](#)

Upon report of a conviction or adjudication of sexual assault upon a student that occurred in the school setting, the Administrative Director or designee shall notify the Title IX Coordinator to determine whether the incident has been addressed in accordance with applicable Joint Operating Committee policy.[\[10\]](#)[\[11\]](#)

Guidelines

In the case of a student with a disability, including a student for whom an evaluation is pending, prior to implementing any disciplinary removal or considering a change of placement for the student, the center (school) shall coordinate with the student's Individualized Education Program (IEP) team and take all steps required to comply with state and federal laws and regulations, and Joint Operating Committee policies.[\[1\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)

The center (school) shall ensure that the convicted or adjudicated student is prohibited from taking part in the following activities at the same time as the victim:[\[1\]](#)

1. Being educated in the same school building.

2. Being transported on the same school vehicle.

3. Participating in the same school-sponsored activity.

Return of Student to Center (School).

The center (school), in coordination with the appropriate participating school entity, may return the student who is expelled, transferred or reassigned, to the student's originally assigned school if one (1) of the following circumstances occur:[\[1\]](#)

1. The victim is no longer attending the center (school) or participating in a center (school) program.

2. The conviction or adjudication has been reversed and is not pending appeal.

Transfer Students

When the center (school) receives a student who transfers from a public or private school during an expulsion period for an act or offense involving a sexual assault conviction or adjudication, the center (school) may assign that student to an alternative assignment or may provide alternative education services, consistent with federal and state laws and regulations.[\[1\]](#)[\[17\]](#)

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Legal

1. 24 P.S. 1318.1
2. 18 Pa. C.S.A. 3121
3. 18 Pa. C.S.A. 3122.1
4. 18 Pa. C.S.A. 3123
5. 18 Pa. C.S.A. 3124.1
6. 18 Pa. C.S.A. 3125
7. 18 Pa. C.S.A. 3126
8. Pol. 218
9. Pol. 233
10. Pol. 103
11. Pol. 252
12. 20 U.S.C. 1400 et seq
13. 34 CFR Part 300
14. Pol. 103.1
15. Pol. 113.1
16. Pol. 113.2
17. Pol. 201

Book	Policy Manual
Section	200 Pupils
Title	Student Expression/Distribution and Posting of Materials
Code	220 PSBA Policy Guide
Status	First Reading
Last Reviewed	January 22, 2021

Purpose

The right of public school students to freedom of speech is guaranteed by the Constitution of the United States and the constitution of the Commonwealth. The Joint Operating Committee respects the right of students to express themselves in word or symbol and to distribute and post materials in areas designated for posting as a part of that expression. The Joint Operating Committee also recognizes that exercise of that right must be limited by the center's (school's) responsibility to maintain a safe and orderly school environment and to protect the rights of all members of the school community.[\[1\]](#)

This policy addresses student expression in general and distribution and posting of materials that are not part of school-sponsored activities. Materials sought to be distributed or posted as part of the curricular or extracurricular programs of the center (school) shall be regulated as part of the educational program.

Definitions

Distribution means students issuing nonschool materials to others on school property or during school-sponsored events; placing upon desks, tables, or in lockers; or engaging in any other manner of delivery of nonschool materials to others while on school property or during school functions. When email, text messaging or other technological delivery is used as a means of distributing or accessing nonschool materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy. Off-campus or after hours distribution, including technological distribution, that does or is likely to materially or substantially interfere with the educational process, including school activities, school work, discipline, safety and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights is also covered by this policy.

Expression means verbal, written, technological or symbolic representation or communication.

Nonschool materials means any printed, technological or written materials meant for posting or general distribution that are not prepared as part of the curricular or approved extracurricular program of the center (school). This includes, but is not limited to fliers, invitations, announcements, pamphlets, posters, Internet bulletin boards, personal websites and the like.

Posting means publicly displaying nonschool materials on school property or at school-sponsored events, including but not limited to affixing such materials to walls, doors, bulletin boards, easels, the outside of lockers; on school-sponsored or student websites; through other school-owned technology and the like. When email, text messaging or other technological delivery is used as a means of posting nonschool materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy. Off-campus or after hours posting, including technological posting, that does or is likely to materially or substantially interfere with the educational process, including school activities, school work, discipline, safety and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights is also covered by this policy.

Authority

Students have the right to express themselves unless such expression is likely to or does materially or substantially interfere with the educational process, including school activities, school work, discipline, safety and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights.[\[1\]](#)

Student expression that occurs on school property or at school-sponsored events is fully governed by this policy. In addition, off-campus or after hours expression is governed by this policy if the student expression involved constitutes unprotected expression as stated in this policy and provided the off-campus or after hours expression does or is likely to materially or substantially interfere with the educational process, including school activities, school work, discipline, safety and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights.[\[1\]](#)[\[2\]](#)[\[3\]](#)

The Joint Operating Committee requires that distribution and posting of nonschool materials shall occur only at the places and during the times set forth in written procedures. Such procedures shall be written to permit the safe and orderly operation of the center (school), while recognizing the rights of students to engage in protected expression.[\[1\]](#)[\[4\]](#)

Unprotected Student Expression

The Joint Operating Committee reserves the right to designate and prohibit manifestations of student expression that are not protected by the right of free expression because they violate the rights of others or where such expression is likely to or does materially or substantially interfere with school activities, school work, discipline, safety and order on school property or at school functions. While the following list is not intended to be exhaustive, such expression shall not be protected if it:

1. Violates federal, state or local laws, Joint Operating Committee policy or center (school) rules or procedures.
2. Is libelous, defamatory, obscene, lewd, vulgar or profane.[\[3\]](#)
3. Advocates the use or advertises the availability of any substance or material that may reasonably be believed to constitute a direct and serious danger to the health or welfare of students, such as tobacco/nicotine, alcohol or illegal drugs.
4. Incites violence, advocates use of force or threatens serious harm to the center (school) or community.

5. Is likely to or does materially or substantially interfere with the educational process, such as school activities, school work, discipline, safety and order on school property or at school functions.

6. Interferes with, or advocates interference with, the rights of any individual or the safe and orderly operation of the center (school) and center (school) programs.

7. Violates written procedures on time, place and manner for posting and distribution of otherwise protected expression.

Spontaneous student expression which is otherwise protected speech is not prohibited by this section.

Discipline for Engaging in Unprotected Expression

The Joint Operating Committee reserves the right to prohibit the posting or distribution of nonschool materials containing unprotected expression and to prohibit students from engaging in other unprotected student expression, as well as to stop unprotected student expression when it occurs. The Joint Operating Committee reserves the right to discipline students for engaging in unprotected expression. Where such expression occurs off campus and away from school functions, a nexus between the unprotected expression and a material and substantial disruption of the center (school) program must be established.

Distribution of Nonschool Materials

The Joint Operating Committee requires that students who wish to distribute or post nonschool materials on school property shall submit them at least one (1) school day in advance of planned distribution or posting to the building administrator or designee, who shall forward a copy to the Administrative Director.^[1]

If the nonschool materials contain unprotected expression as stated in this policy, the building administrator or designee shall notify the students that they may not post or distribute the materials because the materials constitute a violation of Joint Operating Committee policy.

If notice is not given during the period between submission and the time for the planned distribution or posting, students may proceed with the planned distribution or posting, provided they comply with written procedures on time, place and manner of posting or distribution of nonschool materials.

Students who post or distribute nonschool materials in compliance with this provision may still be ordered to desist such distribution if the materials are later found to be unprotected expression under this policy.

Students who distribute printed materials shall be responsible for clearing any litter that results from their activity and shall schedule the event so that they do not miss instructional time themselves.

Posting of Nonschool Materials

If the center (school) has an area where individuals are allowed to post nonschool materials, students may post such items as well, if the materials do not constitute unprotected expression and the items are submitted for prior review in the same manner as if the students were going to distribute them.

Such materials shall be officially dated, and the center (school) may remove the materials within ten (10) days of the posting or other reasonable time as stated in the procedures relating to posting.

Review of Student Expression

Center (School) officials shall not censor or restrict nonschool materials or other student expression for the sole reason that it is critical of the center (school) or its administration, or because the views espoused are unpopular or may make people uncomfortable.

Student-initiated religious expression is permissible and shall not be prohibited except as to time, place and manner of distribution, or if the expression involved violates some other part of this policy, e.g., because it is independently determined to be unprotected expression under the standards and definitions of this policy.

The review for unprotected expression shall be reasonable and not calculated to delay distribution.

Appeal of the reviewer's decision may be made to the Administrative Director and then to the Joint Operating Committee, in accordance with Joint Operating Committee policy and procedures.^[5]

Delegation of Responsibility

The Administrative Director shall assist the building administrator in determining the designation of the places and times nonschool materials may be distributed in the center (school). Such designations may take into account maintenance of the flow of student traffic throughout the center (school) and shall limit distribution of nonschool materials to noninstructional times.

The building administrator may determine disciplinary action for students who distribute or post nonschool materials in violation of this policy and center (school) procedures, or who continue the manifestation of unprotected expression after a person in authority orders that they desist. Disciplinary actions shall be included in the Code of Student Conduct.^[6]

This Joint Operating Committee policy and any procedures written to implement this policy shall be referenced in student handbooks so that students can access them for further information.

1. 22 PA Code 12.9
2. 24 P.S. 511
3. 22 PA Code 12.2
4. 24 P.S. 1850.1
5. Pol. 219
6. Pol. 218

220 ATTACH.doc (48 KB)

Book	Policy Manual
Section	200 Pupils
Title	Copy of Dress and Grooming
Code	221
Status	Second Reading
Adopted	January 24, 2019
Last Revised	January 26, 2007
Last Reviewed	January 22, 2021

Purpose

The Joint Operating Committee recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference.

Authority

The Joint Operating Committee has the authority to impose limitations on students' dress in school. The Joint Operating Committee will not interfere with the right of students and their parents/guardians to make decisions regarding their appearance, except when their choices disrupt the educational program of the school or constitute a health or safety hazard.[\[1\]](#)[\[2\]](#)

The Joint Operating Committee may require students to wear standard dress or uniforms, which may be required school-wide or by individual programs. In times of a health or pandemic crisis, i.e. COVID-19, the Joint Operating Committee may require students to wear facial mask to support the safety and welfare of the school's population in accordance with the Joint Operating Committee's Health and Safety Plan. [\[1\]](#)[\[2\]](#)

Students may be required to wear certain types of clothing while participating in physical education classes, technical education programs, extracurricular activities, or other situations where special attire may be required to ensure the health or safety of the student.[\[2\]](#)

Definitions

Mask - A mask means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is wrapped around the lower face. A mask can be made of a variety of natural or synthetic fabrics, including cotton, silk or linen. For purposes of this policy, a mask can include a face shield that covers the nose and mouth. A mask may be factory - made, sewn by hand, or improvised from household items, including but not limited to scarves, bandanas, t- shirts, sweatshirts or towels. No mask shall include an exhaust valve.

Exemption

Students may request an exemption from the mask-wearing rule for the following reasons:

1. Students who cannot wear a mask due to a medical condition, including those with respiratory issues that impede breathing, mental health condition or disability;
2. Students who would be unable to remove a mask without assistance;
3. Students who are communicating or seeking to communicate with someone who is hearing-impaired or has another disability, where the ability to see the mouth is essential for communication.

If a student wishes to request an exemption to the mask-wearing rule, the student and his/her parent must submit a "Mask/Face Covering Exemption Request" form to the building administrator.

Delegation of Responsibility

The building administrator or designee shall be responsible to monitor student dress and grooming, and to enforce Joint Operating Committee policy and school rules governing student dress and grooming.

The Director or designee shall ensure that all rules implementing this policy impose only the minimum necessary restrictions on the exercise of the student's taste and individuality.[\[2\]](#)

Staff members shall be instructed to demonstrate, by example, positive attitudes toward safety, neatness, cleanliness, propriety, modesty, and good sense in attire and appearance.[\[3\]](#)

Legal	1. 24 P.S. 1317.3
	2. 22 PA Code 12.11
	3. Pol. 325

Book	Policy Manual
Section	200 Pupils
Title	Tobacco and Vaping Products
Code	222 Vol I 2020
Status	First Reading
Last Revised	January 22, 2021

Purpose

The Joint Operating Committee recognizes that tobacco **and vaping products, including the product marketed as Juul and other electronic cigarettes**, present a health and safety hazard that can have serious consequences for users, nonusers and the **school** environment. **The purpose of this policy is to prohibit student possession, use, purchase and sale of tobacco and vaping products, including Juuls and other electronic cigarettes.**

Definition

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

- 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.**
- 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.**
- Any product containing, made or derived from either:**
 - Tobacco, whether in its natural or synthetic form; or**
 - Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.**
- 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:[\[1\]](#)[\[2\]](#)

- 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. NOTE: *This exception shall be governed by Joint Operating Committee policy relating to Medications.***[\[3\]](#)
- A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. NOTE: *Guidance issued by the PA Department of Health directs schools to prohibit possession of any form of medical marijuana by students at any time on school property or during any school activities on school property. This exception shall be governed by Joint Operating Committee policy relating to Controlled Substances/Paraphernalia.***[\[4\]](#)

Authority

The Joint Operating Committee prohibits possession, use, **purchase** or sale of tobacco **and vaping products, including the product marketed as Juul and other e-cigarettes, regardless of whether such products contain tobacco or nicotine**, by **or to** students at any time in a center (school) building; on **school** buses or other vehicles that are owned, leased or controlled by the center (school); **on property owned, leased or controlled by the center (school); or at center (school)-sponsored activities that are held off center (school) property.**[\[1\]](#)[\[2\]](#)[\[5\]](#)

The Joint Operating Committee prohibits student possession or use of products marketed and sold as tobacco cessation products or for other therapeutic purposes, except as authorized in the Joint Operating Committee’s Medication policy.[\[3\]](#)

The Joint Operating Committee prohibits student possession of any form of medical marijuana at any time in a center (school) building; on school buses or other vehicles that are owned, leased or controlled by the center (school); on property owned, leased or controlled by the center (school); or at center (school)-sponsored activities that are held off center (school) property.[\[4\]](#)

The Joint Operating Committee authorizes the confiscation and disposal of products prohibited by this policy.

Delegation of Responsibility

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

The Administrative Director or designee shall notify students, parents/guardians and staff about the Joint Operating Committee’s tobacco **and vaping products** policy by publishing information in student handbooks, parental newsletters, posters, and by other efficient methods, such as posted notices, signs and on the center (school) website.[\[2\]](#)

{X } Code of Student Conduct

{ } **school calendar**

{ } center (school) newsletter

Reporting

Parental Report –

The Administrative Director or designee shall notify the parent/guardian of any student directly involved in an incident involving possession, use, **purchase** or sale of **a tobacco or vaping product, including a Juul or other e-cigarette**, immediately, as soon as practicable. The Administrative Director or designee shall inform the parent/guardian whether the local police department that has jurisdiction over the center (school) property has been or may be notified of the incident. The Administrative Director or designee shall document attempts made to reach the parent/guardian.[\[6\]](#)[\[7\]](#)[\[8\]](#)

Office for Safe Schools Report -

The Administrative Director shall annually, by July 31, report all incidents of possession, use or sale of **tobacco and vaping products, including Juuls or other e-cigarettes**, by students to the Office for Safe Schools on the required form.[\[8\]](#)[\[9\]](#)

Law Enforcement Incident Report –

The Administrative Director or designee may report incidents of possession, use or sale of tobacco **and vaping products, including Juuls or other e-cigarettes**, by students on center (school) property, at any center (school)-sponsored activity or on a conveyance providing transportation to or from the center (school) or center (school)-sponsored activity to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the center’s (school’s) property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[1\]](#)[\[2\]](#)[\[6\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Guidelines

A student **who violates this policy shall be subject to prosecution initiated by the center (school) and, if** convicted, **shall be required to pay a fine for the benefit of the center (school)**, plus court costs. **In lieu of the imposition of a fine, the court may admit the student to an adjudication alternative.**[\[2\]](#)

Tampering with devices installed to detect use of tobacco or vaping products shall be deemed a violation of this policy and subject to disciplinary action.[\[12\]](#)

Students with Disabilities

In the case of a student with a disability, including a student for whom an evaluation is pending, the center (school) shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[8\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)

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Legal	1. 18 Pa. C.S.A. 6305
	2. 18 Pa. C.S.A. 6306.1
	3. Pol. 210
	4. Pol. 227
	5. 20 U.S.C. 7973
	6. 22 PA Code 10.2
	7. 22 PA Code 10.25
	8. Pol. 805.1
	9. 24 P.S. 1303-A
	10. 22 PA Code 10.22
	11. 24 P.S. 1302.1-A
	12. Pol. 218
	13. 20 U.S.C. 1400 et seq
	14. 22 PA Code 10.23
	15. Pol. 103.1
	16. Pol. 113.1
	17. Pol. 113.2
	24 P.S. 1850.1
	20 U.S.C. 7114
	20 U.S.C. 7118
	20 U.S.C. 7971 et seq
	34 CFR Part 300
	Pennsylvania Department of Health Medical Marijuana Guidance for Schools and School Districts

Book	Policy Manual
Section	200 Pupils
Title	Tobacco/Nicotine
Code	222 Vol V 2018 - RETIRE New Volume 2020
Status	Administrative Review
Last Revised	January 22, 2021

Purpose

The Joint Operating Committee recognizes that tobacco, **nicotine and nicotine delivery products** present a health and safety hazard that can have serious consequences for both users and nonusers and the safety and environment of the center (school).

Definitions

For purposes of this policy, **tobacco** includes a lighted or unlighted cigarette, cigar, **cigarillo, little cigar**, pipe or other smoking product or material and smokeless tobacco in any form **including chewing tobacco, snuff, dip or dissolvable tobacco pieces**.[\[1\]](#)

For purposes of this policy, nicotine shall mean a product that contains or consists of nicotine in a form that can be ingested by chewing, smoking, inhaling or through other means.

For purposes of this policy, a nicotine delivery product shall mean a product or device used, intended for use or designed for the purpose of ingesting nicotine or another substance. This definition includes, but is not limited to, any device or associated product used for what is commonly referred to as vaping or juuling.

Authority

The Joint Operating Committee prohibits possession, use or sale of tobacco, **nicotine and nicotine delivery products** by students at any time in a center (school) building and on any property, buses, vans and vehicles that are owned, leased or controlled by the center (school).[\[1\]](#)[\[2\]](#)[\[3\]](#)

The Joint Operating Committee **also** prohibits possession, use or sale of tobacco, **nicotine and nicotine delivery products** by students at center (school)-sponsored activities that are held off center (school) property.

In the case of a student with a disability, including a student for whom an evaluation is pending, the center (school) shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

Delegation of Responsibility

The Administrative Director or designee shall notify students, parents/guardians and staff about the **Joint Operating Committee’s** tobacco/**nicotine** policy by publishing **information** in the student handbook, parental newsletters, **posters**, and **by** other efficient methods, **such as posted notices, signs and on the center (school) website**.[\[1\]](#)

{X } Code of Student Conduct

{ } center (school) newsletter

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

Guidelines

Reporting

The Administrative Director or designee shall notify the parent/guardian of any student directly involved in an incident involving possession, use or sale of tobacco, **nicotine or nicotine delivery products** immediately, as soon as practicable. The Administrative Director or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the center (school) property has been or may be notified of the incident. The Administrative Director or designee shall document attempts made to reach the parent/guardian.[\[9\]](#)[\[10\]](#)[\[11\]](#)

The Administrative Director shall annually, by July 31, report all incidents of possession, use or sale of tobacco, **nicotine and nicotine delivery products** by students to the Office for Safe Schools on the required form.[\[9\]](#)[\[12\]](#)

Additional Provisions - Tobacco Only

The Administrative Director or designee may report incidents of possession, use or sale of tobacco by students on center (school) property, at any center (school)-sponsored activity or on a conveyance providing transportation to or from the center (school) or a center (school)-sponsored activity to the **school police, school resource officer (SRO) or to the** local police department that has jurisdiction over the center’s (school’s) property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[9\]](#)[\[10\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

A student convicted of possessing or using tobacco in violation of this policy may be fined up to fifty dollars (\$50) plus court costs, or admitted **by the court** to alternative adjudication in lieu of imposition of a fine.[\[15\]](#)

1. 35 P.S. 1223.5
2. 18 Pa. C.S.A. 6305
3. 20 U.S.C. 7183
4. 22 PA Code 10.23
5. 20 U.S.C. 1400 et seq
6. Pol. 103.1
7. Pol. 113.1
8. Pol. 113.2
9. Pol. 805.1
10. 22 PA Code 10.2
11. 22 PA Code 10.25
12. 24 P.S. 1303-A
13. 24 P.S. 1302.1-A
14. 22 PA Code 10.22
15. 18 Pa. C.S.A. 6306.1
- 24 P.S. 1850.1
- 20 U.S.C. 7114
- 20 U.S.C. 7118
- 20 U.S.C. 7181 et seq
- 34 CFR Part 300

Book	Policy Manual
Section	200 Pupils
Title	School Wellness
Code	246 - RETIRE New Volume
Status	Administrative Review
Adopted	January 24, 2019
Last Reviewed	January 22, 2021

Purpose

Erie County Technical School recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development and readiness to learn. The Joint Operating Committee is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

Authority

The Joint Operating Committee adopts this policy based on the recommendations of the Wellness Committee and in accordance with federal and state laws and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)

To ensure the health and well-being of all students, the Joint Operating Committee establishes that the school shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutrition guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.
4. Curriculum and programs that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.

Delegation of Responsibility

The Director or designee shall be responsible for the implementation and oversight of this policy to ensure the school's, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations.[\[2\]](#)[\[3\]](#)

The designated building administrator shall annually report to the Director or designee regarding compliance in his/her building.[\[3\]](#)

Staff members responsible for programs related to school wellness shall report to the Director or designee regarding the status of such programs.

The Director or designee and the established Wellness Committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:[\[2\]](#)[\[3\]](#)

1. The extent to which each district school is in compliance with law and policies related to school wellness.
2. The extent to which this policy compares to model wellness policies.
3. A description of the progress made by the district in attaining the goals of this policy.

At least once every three (3) years, the school shall update or modify this policy as needed, based on the results of the most recent triennial assessment and/or as school and community needs and priorities change; wellness goals are met; new health science, information and technologies emerge; and new federal or state guidance or standards are issued.[\[3\]](#)

The school shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy via the school website, student handbooks, newsletters, posted notices and/or other efficient communication methods. This annual notification shall include information on how to access the School Wellness policy; information about the most recent triennial assessment; information on how to participate in the development, implementation and periodic review and update of the School Wellness policy; and a means of contacting Wellness Committee leadership.[\[2\]](#)[\[3\]](#)

Guidelines

Recordkeeping

The school shall retain records documenting compliance with the requirements of the School Wellness policy, which shall include:[\[3\]](#)[\[4\]](#)

1. The written School Wellness policy.
2. Documentation demonstrating that the school has informed the public, on an annual basis, about the contents of the School Wellness policy and any updates to the policy.
3. Documentation of efforts to review and update the School Wellness policy, including who is involved in the review and methods used by the school to inform the public of their ability to participate in the review.
4. Documentation demonstrating the most recent assessment on the implementation of the School Wellness policy and notification of the assessment results to the public.

Wellness Committee

The school shall establish a Wellness Committee comprised of, but not necessarily limited to, at least one (1) of each of the following: Joint Operating Committee member, school administrator, food service representative, student, parent/guardian, school health professional, physical education teacher and member of the public. It shall be the goal that committee membership will include representatives from each school building and reflect the diversity of the community.[\[2\]](#)

The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a School Wellness policy that complies with law to recommend to the Joint Operating Committee for adoption.

The Wellness Committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity and other school based activities that promote student wellness as part of the policy development and revision process.[\[3\]](#)

Nutrition Education

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.[\[5\]](#)[\[6\]](#)[\[7\]](#)

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

Physical Activity

The school shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

Physical Education

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All enrolled students must participate in physical education if provided by the school.[\[6\]](#)[\[7\]](#)[\[9\]](#)

Other School Based Activities

Drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.[\[10\]](#)[\[11\]](#)

Nutrition professionals who meet hiring criteria established by the school and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for nutrition staff, as required by federal regulations.[\[8\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

The school shall provide adequate space, as defined by the school, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Meal periods shall be scheduled at appropriate hours, as required by federal regulations and as defined by the school.[\[10\]](#)

Students shall have access to hand washing or sanitizing before meals and snacks.

Access to the food service operation shall be limited to authorized staff.

Nutrition content of school meals shall be available to students and parents/guardians.

The school shall provide appropriate training to all staff on the components of the School Wellness policy.

Goals of the School Wellness policy shall be considered in planning all school based activities.

Fundraising projects submitted for approval shall be supportive of healthy eating and student wellness.

Administrators, teachers, food service personnel, students, parents/guardians and community members shall be encouraged to serve as positive role models through school programs, communications and outreach efforts.

Nutrition Guidelines for All Foods/Beverages at the School

All foods and beverages available in the school during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

Competitive Foods -

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.[\[3\]](#)[\[15\]](#)[\[16\]](#)

Competitive foods are defined as foods and beverages offered or sold to students on school campus during the school day, which are not part of the reimbursable school breakfast or lunch.

For purposes of this policy, school campus means any area of property under the jurisdiction of the school that students may access during the school day.[\[3\]](#)[\[15\]](#)

For purposes of this policy, school day means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.[\[3\]](#)[\[15\]](#)

The school may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.[\[15\]](#)

Fundraiser Exemptions -

Fundraising activities held during the school day involving the sale of competitive foods shall be limited to foods that meet the Smart Snacks in School nutrition standards, unless an exemption is approved in accordance with applicable Joint Operating Committee policy and administrative regulations.[\[17\]](#)

The school may allow a limited number of exempt fundraisers as permitted by the Pennsylvania Department of Education each school year: up to ten (10) exempt fundraisers. Exempt fundraisers are fundraisers in which competitive foods are available for sale to students that do not meet the Smart Snacks in School nutrition standards.[\[15\]](#)

The school shall establish administrative regulations to implement fundraising activities, including procedures for requesting a fundraiser exemption.

Non-Sold Competitive Foods -

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the school.

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

1. Rewards and Incentives: (CHOOSE ONE OF THE OPTIONS BELOW)

- a. { } **Foods and beverages shall not be used as a reward or incentive in the school.**
- b. { } **Foods and beverages shall not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (e.g., guest chef, field trip to a farm or farmers market, etc.).**
- c. { } _____ **other.**

2. Classroom Parties and Celebrations: (CHOOSE ONE OR MORE OF THE OPTIONS BELOW)

- a. { } **Only non-food based parties and celebrations shall occur on the school campus during the school day.**
- b. { } **Classroom parties/celebrations with food/beverages shall be limited to no more than one (1) per month in each classroom.**
- c. { } **Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.**
- d. { } **Classroom parties shall offer a minimal amount of foods (maximum 2-3 items) containing added sugar as the primary ingredient (e.g., cupcakes, cookies) and will provide the following:**
 - i. **Fresh fruits/vegetables; and**
 - ii. **Water, 100 percent juice, 100 percent juice diluted with water, low-fat milk or nonfat milk.**
- e. { } **When possible, foods/beverages for parties and celebrations shall be provided by the food service department to help prevent food safety and allergy concerns.**
- f. { } **Food celebrations shall not occur until thirty (30) minutes after the end of the last lunch period.**
- g. { } _____ **other.**

3. Shared Classroom Snacks:

- a. { } **Shared classroom snacks are not permitted in the school.**
- b. { } _____ **other.**

The school shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the school website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Marketing/Contracting -

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Joint Operating Committee policy and administrative regulations.[\[3\]](#)[\[15\]](#)

Exclusive competitive food and/or beverage contracts shall be approved by the Joint Operating Committee, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.[\[18\]](#)

Management of Food Allergies in the School

The school shall establish Joint Operating Committee policy and administrative regulations to address food allergy management in the school in order to:[\[19\]](#)

- 1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
- 2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
- 3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

Safe Routes to the School

NOTE: The school may also want to consider the following options, identified below in { }, as part of the draft revision process:

{ } The school shall assess and, to the extent possible, implement improvements to make walking and biking to the school safer and easier for students.

{ } The school shall cooperate with local municipalities, public safety agency, police departments and community organizations to develop and maintain safe routes to the school.

{ } School administrators shall seek and utilize available federal and state funding for safe routes to the school, when appropriate.

Legal

1. 24 P.S. 1422.1
2. 42 U.S.C. 1758b
3. 7 CFR 210.31
4. 7 CFR 210.15
5. 24 P.S. 1513
6. Pol. 102
7. Pol. 105
8. Pol. 808
9. 24 P.S. 1512.1
10. 7 CFR 210.10
11. 7 CFR 220.8
12. 42 U.S.C. 1751 et seq
13. 42 U.S.C. 1773
14. 7 CFR 210.30
15. 7 CFR 210.11
16. 7 CFR 220.12
17. Pol. 229
18. 24 P.S. 504.1
19. Pol. 209.1
- 24 P.S. 1337.1
- 24 P.S. 1422.3
- 24 P.S. 1850.1
- P.L. 111-296
- 7 CFR Part 210
- 7 CFR Part 220
- Pol. 103
- Pol. 103.1

Book	Policy Manual
Section	200 Pupils
Title	Hazing
Code	247 Vol V 2018
Status	First Reading
Last Revised	January 22, 2021

Purpose

The purpose of this policy is to maintain a safe, positive environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the center (school) and are prohibited at all times.

Definitions

Hazing occurs when a person intentionally, knowingly or recklessly, for the purpose of initiating, admitting or affiliating a student with an organization, or for the purpose of continuing or enhancing membership or status in an organization, causes, coerces or forces a student to do any of the following:[\[1\]](#)

1. **Violate federal or state criminal law.**
2. **Consume** any food, **liquid, alcoholic liquid,** drug or other substance **which subjects the student to a risk of emotional or physical harm.**
3. **Endure** brutality of a physical nature, **including** whipping, beating, branding, calisthenics or exposure to the elements.
4. **Endure brutality of a mental nature, including** activity adversely affecting the **mental health or dignity** of the individual, sleep deprivation, exclusion from social contact **or** conduct **that** could result in extreme embarrassment.
5. **Endure brutality of a sexual nature.**
6. **Endure any other activity that creates a reasonable likelihood of bodily injury to the student.**

Aggravated hazing occurs when a person commits an act of hazing that results in serious bodily injury or death to the student and:[\[2\]](#)

1. **The person acts with reckless indifference to the health and safety of the student; or**
2. **The person causes, coerces or forces the consumption of an alcoholic liquid or drug by the student.**

Organizational hazing occurs when an organization intentionally, knowingly or recklessly promotes or facilitates hazing.[\[3\]](#)[\[4\]](#)

Any activity, as described above, shall be deemed a violation of this policy regardless of whether:[\[5\]](#)

1. **The consent of the student was sought or obtained, or**
2. **The conduct was sanctioned or approved by the center (school) or organization.**

Student activity or organization means any **activity,** society, **corps,** team, club **or service, social** or **similar** group, operating under the sanction of or recognized as an organization by the **center (school), whose members are primarily students or alumni of the organization.**[\[6\]](#)[\[7\]](#)

For purposes of this policy, bodily injury shall mean impairment of physical condition or substantial pain.[\[8\]](#)

For purposes of this policy, serious bodily injury shall mean bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.[\[8\]](#)

Authority

The Joint Operating Committee prohibits hazing in connection with any student activity or organization regardless of whether the conduct occurs on or off **center (school)** property or outside of school hours.[\[4\]](#)[\[5\]](#)[\[7\]](#)[\[9\]](#)

No student, parent/guardian, coach, sponsor, volunteer or center (school) employee shall engage in, condone or ignore any form of hazing.

The Joint Operating Committee encourages students who **believe they, or others,** have been subjected to hazing to promptly report such incidents to the building administrator **or designee.**

Delegation of Responsibility

Students, parents/guardians, coaches, sponsors, volunteers, and center (school) employees shall be alert to incidents of hazing and shall report such conduct to the building administrator **or designee.**

Discrimination/Discriminatory Harassment

Every report of alleged hazing that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination and discriminatory harassment shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer. If, in the course of a hazing investigation, potential issues of discrimination or discriminatory harassment are identified, the Compliance Officer shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged hazing.[\[10\]](#)[\[11\]](#)

Guidelines

In addition to posting this policy on the center's (school's) **publicly accessible** website, the center (school) shall inform students, parents/guardians, sponsors, volunteers and center (school) employees **of the center's (school's) policy prohibiting hazing, including center (school) rules,**

penalties for violations of the policy, and the program established by the center (school) for enforcement of the policy by means of [\[4\]](#)

{ } distribution of written policy

{X } publication in handbooks

{X } presentation at an assembly

{ } verbal instructions by the coach or sponsor at the start of the season or program

{ } posting of notice/signs.

This policy, along with other applicable center (school) policies, procedures and Codes of Conduct, shall be provided to all center (school) athletic coaches and all sponsors and volunteers affiliated with a student activity or organization, prior to coaching an athletic activity or serving as a responsible adult supervising, advising, assisting or otherwise participating in a student activity **or organization together with a notice that they are expected to read and abide by the policies, procedures and Codes of Conduct.**[\[2\]](#)

Complaint Procedure

A student **who** believes that s/he has been subject to hazing **is encouraged to** promptly report the incident to the building administrator **or designee**.

Students are encouraged to use the center's (school's) report form, available from the building administrator, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Joint Operating Committee directs that verbal and written complaints of hazing shall be provided to the building administrator or designee, who shall promptly notify the Administrative Director or designee of the allegations and determine who shall conduct the investigation. Allegations of hazing shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Joint Operating Committee directs that any complaint of hazing brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be hazing under this policy but merits review and possible action under other Joint Operating Committee policies.

Interim Measures/Police

Upon receipt of a complaint of hazing, the building administrator or designee, in consultation with the Administrative Director or designee, shall determine what, if any interim measures should be put in place to protect students from further hazing, bullying, discrimination or retaliatory conduct related to the alleged incident and report. Such interim measures may include, but not be limited to, the suspension of an adult who is involved, the separation of alleged victims and perpetrators, and the determination of what the complaining student needs or wants through questioning.

Those receiving the initial report and conducting or overseeing the investigation will assess whether the complaint, if proven, would constitute hazing, aggravated hazing or organizational hazing and shall report it to the police consistent with center (school) practice and, as appropriate, consult with legal counsel about whether to report the matter to the police at every stage of the proceeding. The decision to report a matter to the police should not involve an analysis by center (school) personnel of whether safe harbor provisions might apply to the person being reported, but information on the facts can be shared with the police in this regard.[\[12\]](#)

Referral To Law Enforcement and Safe Schools Reporting Requirements –

For purposes of reporting hazing incidents to law enforcement in accordance with Safe Schools Act reporting, the term incident shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[\[13\]](#)[\[14\]](#)[\[15\]](#)

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents, as defined in the Safe Schools Act, committed by students on center (school) property, at any center- (school-) sponsored activity or on a conveyance providing transportation to or from a center (school) or center- (school-) sponsored activity to the local police department that has jurisdiction over the center's (school's) property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[13\]](#)[\[14\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)

The Administrative Director or designee shall notify the parent/guardian of any student directly involved in a defined incident as a victim or suspect immediately, as soon as practicable. The Administrative Director or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the center (school) property has been or may be notified of the incident. The Administrative Director or designee shall document attempts made to reach the parent/guardian.[\[13\]](#)[\[19\]](#)[\[20\]](#)

In accordance with state law, the Administrative Director shall annually, by July 31, report all new incidents to the Office for Safe Schools on the required form.[\[14\]](#)[\[19\]](#)

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with this policy and the center's (school's) legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of hazing or participation in an investigation of allegations of hazing is prohibited and shall be subject to disciplinary action.

Consequences for Violations

Safe Harbor –

An individual needing medical attention or seeking medical attention for another shall not be subject to criminal prosecution if s/he complies with the requirements under law, subject to the limitations set forth in law.[\[12\]](#)

Students –

If the investigation results in a substantiated finding of hazing, the **investigator** shall recommend appropriate disciplinary action up to and including expulsion, as circumstances warrant, in accordance with the Code of Student Conduct. The student may also be subject to disciplinary action by the coach or sponsor, up to and including removal from the activity **or organization**. **The fact of whether a student qualified for and received safe harbor under a criminal investigation shall be considered in assigning discipline.**[\[4\]](#)[\[7\]](#)[\[12\]](#)[\[21\]](#)[\[22\]](#)

{X } In addition to other authorized discipline, building administrators shall have the authority, after providing the student or students an informal hearing, to impose a fine of up to

{ } Fifty dollars (\$50)

{X } _One Hundred dollars (\$_100)

on each student determined to have engaged in hazing in violation of this policy.[\[4\]](#)[\[21\]](#)

{X } When recommended disciplinary action results in a formal hearing before the Joint Operating Committee, in addition to other authorized disciplinary consequences, the Joint Operating Committee may also impose a fine of up to

{X } One hundred fifty dollars (\$150)

{ } _____ dollars (\$____)

on each student determined to have engaged in hazing in violation of this policy.[\[4\]](#)[\[22\]](#)

{X } When fines have not been paid, the Administrative Director shall have the authority to direct that student diplomas and/or transcripts be withheld until payment in full is made or a payment plan is agreed upon. In cases of economic hardship, the Administrative Director shall consider whether diplomas and/or transcripts should be released despite an unpaid fine.[\[4\]](#)

Nonstudent Violators/Organizational Hazing -

If the investigation results in a substantiated finding that a coach, sponsor, or volunteer affiliated with the student activity or organization engaged in, condoned or ignored any violation of this policy, s/he shall be disciplined in accordance with Joint Operating Committee policy and applicable laws and regulations. Discipline could include, but is not limited to, dismissal from the position as coach, sponsor, or volunteer, and/or dismissal from center (school) employment.[\[23\]](#)

If an organization is found to have engaged in organizational hazing, it shall be subject to the imposition of fines and other appropriate penalties. Penalties may include rescission of permission for that organization to operate on center (school) property or to otherwise operate under the sanction or recognition of the center (school).

Criminal Prosecution –

Any person **or organization that** causes or participates in hazing may also be subject to criminal prosecution.[\[4\]](#)

NOTE:

If the center (school) meets the definition for an "Institution" in 18 Pa. C.S.A. Sec. 2801 (for example, grants Associate degrees), please consult the solicitor in revising the policy to address any additional requirements, such as the reporting requirements under 18 Pa. C.S.A. Sec. 2809.

1. 18 Pa. C.S.A. 2802
2. 18 Pa. C.S.A. 2803
3. 18 Pa. C.S.A. 2804
4. 18 Pa. C.S.A. 2808
5. 18 Pa. C.S.A. 2806
6. 18 Pa. C.S.A. 2801
7. 24 P.S. 1850.1
8. 18 Pa. C.S.A. 2301
9. Pol. 122
10. Pol. 103
11. Pol. 103.1
12. 18 Pa. C.S.A. 2810
13. 22 PA Code 10.2
14. 24 P.S. 1303-A
15. 35 P.S. 780-102
16. 22 PA Code 10.21
17. 22 PA Code 10.22
18. 24 P.S. 1302.1-A
19. Pol. 805.1
20. 22 PA Code 10.25
21. Pol. 218
22. Pol. 233
23. Pol. 317
- 18 Pa. C.S.A. 2801 et seq
- 22 PA Code 10.23
- Pol. 113.1
- Pol. 916

Book	Policy Manual
Section	200 Pupils
Title	Bullying/Cyberbullying
Code	249 Vol V 2018
Status	First Reading
Last Revised	January 22, 2021

Purpose

The Joint Operating Committee is committed to providing a safe, positive learning environment for its students. The Joint Operating Committee recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning, and may lead to more serious violence. Therefore, the Joint Operating Committee prohibits bullying by students.

Definitions

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting

{X} and/or outside a school setting,

that is severe, persistent or pervasive and has the effect of doing any of the following:[\[1\]](#)

1. Substantially **interfering** with a student’s education.
2. **Creating** a threatening environment.
3. Substantially **disrupting** the orderly operation of the center (school).

Bullying, as defined in this policy, includes cyberbullying.

School setting means in the center (school), on center (school) grounds, in center (school) vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the center (school).[\[1\]](#)

Authority

The Joint Operating Committee prohibits all forms of bullying by students.[\[1\]](#)

The Joint Operating Committee encourages students who **believe they or others** have been bullied to promptly report such incidents to the building administrator or designee.

Students are encouraged to use the center’s (school’s) report form, available from the building administrator, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Joint Operating Committee directs that **verbal and written** complaints of bullying shall be investigated promptly, and **appropriate** corrective or **preventative** action shall be taken when allegations are **substantiated. The Joint Operating Committee directs that any complaint of bullying brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be bullying under this policy but merits review and possible action under other Joint Operating Committee policies.**

Discrimination/Discriminatory Harassment

Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination and discriminatory harassment shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer. If, in the course of a bullying investigation, potential issues of discrimination or discriminatory harassment are identified, the Compliance Officer shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.[\[2\]\[3\]](#)

Confidentiality

Confidentiality of all parties, **witnesses, the allegations, the filing of a complaint and the investigation** shall be **handled in accordance with this policy and** the center’s (school’s) legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of bullying or participation in an investigation of allegations of bullying is prohibited and shall be subject to disciplinary action.

Delegation of Responsibility

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

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

The Administrative Director or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[\[1\]](#)

The Administrative Director or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Joint Operating Committee.[\[1\]](#)

The administration shall annually provide the following information with the Safe School Report:[\[1\]](#)

1. Joint Operating Committee's Bullying Policy.
2. Report of bullying incidents.
3. Information on the development and implementation of any bullying prevention, intervention or education programs.

Guidelines

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[\[1\]](#)[\[4\]](#)[\[5\]](#)

This policy shall be accessible in every classroom. The policy shall be posted in a prominent location within the center (school) building and on the **center's (school's)** website, if available.

Education

The center (school)

{X } may

{ } **shall**

develop, implement **and evaluate** bullying prevention and intervention programs **and activities**. Such programs **and activities** shall provide staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.[\[1\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

Consequences for Violations

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:[\[1\]](#)[\[5\]](#)[\[9\]](#)

1. {X } Counseling within the center (school).
2. {X } Parental conference.
3. {X } Loss of center (school) privileges.
4. {X } Exclusion from center (school)-sponsored activities.
5. {X } Detention.
6. {X } Suspension.
7. {X } Expulsion.
8. {X } Counseling/Therapy outside of the center (school).
9. {X } Referral to law enforcement officials.

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Legal	1. 24 P.S. 1303.1-A
	2. Pol. 103
	3. Pol. 103.1
	4. 22 PA Code 12.3
	5. Pol. 218
	6. 24 P.S. 1302-A
	7. Pol. 236
	8. 20 U.S.C. 7118
	9. Pol. 233
	Pol. 113.1

Book	Policy Manual
Section	200 Pupils
Title	Dating Violence
Code	252 Vol VII 2020
Status	First Reading
Last Revised	January 22, 2021

Purpose

The purpose of this policy is to maintain a safe, positive learning environment for all students that is free from dating violence. Dating violence is inconsistent with the educational goals of the center (school) and is prohibited at all times.

Definitions

Dating partner shall mean a person, regardless of gender, involved in an intimate relationship with another person, primarily characterized by the expectation of affectionate involvement, whether casual, serious or long-term.[\[1\]](#)

Dating violence shall mean behavior where one person uses threats of, or actually uses, physical, sexual, verbal or emotional abuse to control the person's dating partner.[\[1\]](#)

Authority

The Joint Operating Committee encourages students who have been subjected to dating violence to promptly report such incidents.

The center (school) shall investigate promptly all complaints of dating violence and shall administer appropriate discipline to any student who violates this policy.[\[2\]](#)

Title IX Sexual Harassment and Other Discrimination

Every report of alleged dating violence that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of a dating violence investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged dating violence.[\[3\]](#)[\[4\]](#)

Discipline of Student Convicted or Adjudicated of Sexual Assault

Upon notification of a conviction or adjudication of a student for sexual assault against another student attending the center (school) or participating in a center (school) program, the center (school) shall coordinate actions with the appropriate participating school entity and comply with the disciplinary requirements established by state law and Joint Operating Committee policy.[\[5\]](#)[\[6\]](#)

Guidelines

Complaint Procedure

When a student believes that they have been subject to dating violence, the student is encouraged to promptly report the incident, orally or in writing, to the

{X } building administrator.

{X } guidance counselor.

{X} classroom teacher.

The building administrator shall conduct a timely, impartial, and comprehensive investigation of the alleged dating violence.

The building administrator shall prepare a written report summarizing the investigation and recommending disposition of the complaint. The complainant and the accused shall be informed of the outcome of the investigation.[\[1\]](#)

If the investigation results in a substantiated finding of dating violence, the building administrator shall recommend appropriate disciplinary action, as circumstances warrant, in accordance with the Code of Student Conduct.[\[1\]](#)[\[2\]](#)

The center (school) shall document the corrective action taken and, where not prohibited by law, inform the complainant.

This policy on dating violence shall be:[\[1\]](#)

1. Published in the Code of Student Conduct.
2. Published in the Student Handbook.
3. Made available on the center's (school's) website, if available.
4. Provided to parents/guardians.

Dating Violence Training

The center (school) may provide dating violence training to guidance counselors, nurses, and mental health staff as deemed necessary. At the discretion of the Administrative Director, parents/guardians and other staff may also receive training on dating violence.[\[1\]](#)

{ } [Dating Violence Education](#) – FULL DAY CTC ONLY

The center (school) may incorporate age-appropriate dating violence education into the annual health curriculum framework for students in grades nine through twelve. The center (school) shall consult with at least one (1) local domestic violence program or rape crisis program when developing the educational program.[\[1\]](#)[\[2\]](#)

A parent/guardian of a student under the age of eighteen (18) shall be permitted to examine the instructional materials for the dating violence education program.[\[1\]](#)[\[8\]](#)

At the request of the parent/guardian, the student may be excused from all or part of the dating violence education program.[\[1\]](#)[\[9\]](#)

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Legal	1. 24 P.S. 1553
	2. Pol. 218
	3. Pol. 103
	4. Pol. 103.1
	5. 24 P.S. 1318.1
	6. Pol. 218.3
	7. 71 P.S. 611.13
	8. Pol. 105.1
	9. Pol. 105.2
	22 PA Code 12.12
	20 U.S.C. 1232g

252-Attach Report Form.pdf (162 KB)

Book	Policy Manual
Section	300 Employees
Title	Telework
Code	309.1 Vol V 2020
Status	First Reading
Last Revised	February 11, 2021

Purpose

The Joint Operating Committee recognizes that in certain limited circumstances it may be necessary to allow or require center (school) employees to work remotely in order to maintain continuity of center (school) educational programs and operations.[1]

The Joint Operating Committee adopts the following policy to establish center (school) rules for employees who telework from a remote work location.

Definitions

Remote work location – a worksite other than an employee’s regularly assigned place of work, typically the employee’s residence.

Telework/Teleworking – the performance of the assigned essential functions of an employee’s job at a remote work location via electronic means in accordance with the employee’s usual expected standards of performance and other approved or agreed-upon terms.

Teleworking agreement – a written agreement that details the terms and conditions to permit an employee to engage in teleworking.

Teleworking employee – a center (school) employee who can perform all of their assigned essential job duties at a remote work location. The employee must have a suitable designated workspace at the remote work location and access to any computer and telecommunications equipment necessary for the completion of tasks.

Delegation of Responsibility

The Joint Operating Committee directs the Administrative Director or designee to develop procedures that outline circumstances under which employees may telework and the expectations for such employees while teleworking.

Guidelines

{X } Employees may be required to sign a teleworking agreement, or acknowledge teleworking provisions in an applicable collective bargaining agreement, prior to working in a remote work location, which may be waived under emergency conditions at the Joint Operating Committee’s discretion or as specified in this policy.

{X } Such an agreement may include, but is not limited to, the following considerations:

- {X } Acknowledgement that the employee’s compensation, benefits, work hours, and performance expectations shall not change while teleworking.
- {X } The employee shall be subject to and shall comply with the same Joint Operating Committee policies, administrative regulations, and standards of conduct as are expected at their regularly assigned place of work.
- {X } A teleworking employee’s performance shall be monitored and assessed in the same manner as employees working from their regularly assigned place of work.
- {X } The employee shall work from a dedicated workspace that is free from health or safety hazards, undue distractions, or undue risk that confidential or private information will be discovered, or that center (school) equipment permitted to be brought to the remote work location will be stolen or damaged.[2][3][4]
- {X } The employee shall obtain permission from their supervisor before bringing center (school) property to a remote work location and will provide the supervisor with a written list of all such equipment.
- {X } The employee shall be personally responsible for any center (school) equipment brought to the remote work location, shall be fully liable for any damage or loss occurring to the equipment during the period of use, and shall be responsible for its safe return.[5]
- {X } The employee does not have a right to telework and the teleworking arrangement may be terminated by the Joint Operating Committee or center (school) administration at any time.
- {X } The employee shall notify their supervisor if the employee is not able to perform all assigned job duties, essential or nonessential, at the remote work location.
- {X } Professional Unit - Instructors may be able to work remotely on a scheduled work day if approved by supervisor and must also satisfy the telework workflow agreement. _____ (Other).

General Conditions

Employees whose physical presence at their regularly assigned place of work is essential to the performance of their duties may not be permitted to telework.

An employee may not telework as a replacement for leave.[6][7][8][9]

Attendance at the employee’s regularly assigned place of work for onsite meetings, conferences, training sessions, and other school business activities may be required on scheduled telework days.

Nonexempt employees shall not be permitted to work overtime or during non-working hours while teleworking without authorization from the employee’s immediate supervisor, in accordance with law and Joint Operating Committee policy.[10][11]

All teleworking employees shall be subject to and shall comply with the same Joint Operating Committee policies, administrative regulations, and standards of conduct as are expected under normal working conditions.

Emergency Conditions

In the event that local, state or federal officials, or any similar authority with appropriate jurisdiction, declare an emergency condition that prevents or discourages public gatherings due to a public health or safety concern, or closes school buildings, the Joint Operating Committee authorizes individual employees or designated classifications of employees to be permitted to telework in accordance with established procedures or as otherwise directed.[1]

For center (school) employees unable to perform their assigned essential job duties while teleworking, such employees may be required to take any available accrued leave, whether paid or unpaid, in accordance with applicable Joint Operating Committee policies or provisions of an administrative compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.[6][7][8][9]

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- Legal
1. Pol. 805

2. Pol. 113.3

3. Pol. 216

4. Pol. 324

5. Pol. 708

6. Pol. 334

7. Pol. 335

8. Pol. 336

9. Pol. 339

10. Pol. 330

11. Pol. 332

Pol. 815

Pol. 824

Appendix A COVID RESPONSE Expectations.docx (24 KB)

Appendix B Planned Instruction Daily Plan Template.docx (13 KB)

COVID PLAN INSTRUCTORS.xlsx (41 KB)

Book	Policy Manual
Section	300 Employees
Title	Attendance and Tardiness
Code	318 Vol V 2020
Status	First Reading
Last Revised	February 11, 2021

Authority

Punctual and reliable attendance by administrative, professional and support employees is essential for the operation of the center (school). Therefore, a prerequisite for efficient performance of job functions by employees is the punctual commencement and proper completion of all assigned duties.[\[1\]](#)[\[2\]](#)

The center (school) shall establish processes for staff to report unexpected absences, which shall be addressed in accordance with Joint Operating Committee policy and an applicable individual contract, collective bargaining agreement or Joint Operating Committee resolution.[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Delegation of Responsibility

It shall be the responsibility of the

☒ Administrative Director or designee

☐ Business Manager

☒ building administrator

☒ Director of Human Resources

to assess penalties when an employee fails to meet attendance requirements.

☒ Whether tardiness is excusable shall be determined by the immediate supervisor.

☒ The Administrative Director is authorized to direct employees who are repeatedly tardy not to report at all on those days when they do not report on time, and to suffer appropriate wage penalties.

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Legal	1. 24 P.S. 1850.1
	2. Pol. 332
	3. Pol. 334
	4. Pol. 335
	5. Pol. 336
	6. Pol. 339

Book	Policy Manual
Section	300 Employees
Title	Tobacco and Vaping Products
Code	323 Vol I 2020
Status	First Reading
Last Revised	January 25, 2021

Purpose

The Joint Operating Committee recognizes that tobacco **and vaping products, including the product marketed as Juul and other electronic cigarettes**, present a health and safety hazard that can have serious consequences for users, nonusers and the **school** environment. **The purpose of this policy is to regulate use of tobacco and vaping products, including Juuls and other electronic cigarettes, by center (school) employees and contracted personnel.**

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including Juuls and other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with state 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 center (school) to maintain a drug-free workplace, at which marijuana of any kind is prohibited.**[\[3\]](#)[\[4\]](#)

Authority

The Joint Operating Committee prohibits use of tobacco **and vaping** products, **including the product marketed as Juul and other e-cigarettes, by center (school) employees and contracted personnel at any time** in a center (school) building; on **school buses or other** vehicles that are owned, leased or controlled by the center (school); **or on property owned, leased or controlled by the center (school).**[\[2\]](#)[\[5\]](#)[\[6\]](#)

{ } , except as expressly permitted in designated areas which must be located at least fifty (50) feet from center (school) buildings, stadiums or bleachers.

{X } The Joint Operating Committee also prohibits use of tobacco **and vaping** products, **including the product marketed as Juul and other e-cigarettes**, by center (school) employees **at any time while responsible for the supervision of students during** center (school)-sponsored activities that are held off center (school) property.[\[2\]](#)

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by center (school) employees and contracted personnel of legal age.

The Joint Operating Committee deems it to be a violation of this policy for any center (school) employee or contracted personnel to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a student.[\[1\]](#)

Delegation of Responsibility

The Administrative Director or designee shall notify employees **and contracted personnel** about the Joint Operating Committee's tobacco **and vaping products** policy by publishing information in handbooks, newsletters, posters, and other efficient methods such as posted notices, signs and on the center (school) website.[\[2\]](#)

Reporting

Office for Safe Schools Report –

The Administrative Director shall annually, by July 31, report incidents of **prohibited** possession, use or sale of tobacco **and vaping** products, **including Juuls or other e-cigarettes**, on center (school) property to the Office for Safe Schools on the required form.[\[2\]](#)[\[8\]](#)

Law Enforcement Incident Report –

The Administrative Director or designee may report incidents involving the sale of tobacco **and vaping products, including Juuls or other e-cigarettes**, to minors by employees on center (school) property, at any center (school)-sponsored activity or on a conveyance providing transportation to or from the center (school) or center (school)-sponsored activity to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the center's (school's) property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

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Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. Pol. 317
4. Pol. 351
5. 20 U.S.C. 7973
6. Pol. 818
7. 24 P.S. 1303-A
8. Pol. 805.1
9. 22 PA Code 10.2
10. 22 PA Code 10.22
11. 24 P.S. 1302.1-A
- 20 U.S.C. 7971 et seq

Book	Policy Manual
Section	300 Employees
Title	Job Related Expenses
Code	331 Vol V 2020
Status	First Reading
Last Revised	January 25, 2021

Authority

The Joint Operating Committee shall reimburse administrative, professional and support employees for the actual and necessary expenses, including travel expenses, they incur in the course of performing services for the center (school), in accordance with Joint Operating Committee policy.[\[1\]](#)

Delegation of Responsibility

The validity of payments for job related expenses for all employees shall be determined by the

{ } Administrative Director or designee.

{ } Business Manager.

{ } building administrator.

{X } immediate supervisor.

{X } The Administrative Director or designee shall report all reimbursed expenses for travel outside the center (school) by employees at the next Joint Operating Committee meeting.

The Administrative Director or designee shall develop administrative regulations for **approval and** reimbursement of **job related expenses, including** travel expenses, **which shall require employees to provide adequate documentation of expenses.**

Guidelines

{ } The Joint Operating Committee shall reimburse staff, who are assigned to work remotely for designated assignments, for actual expenses that are reasonable and necessary expenses incurred by staff in direct consequence or discharge of their assigned duties, approved in advance and in accordance with an individual contract, collective bargaining agreement or Joint Operating Committee resolution. Such expenses may include, but are not limited to, Internet connectivity, telecommunications services or physical materials needed to develop and implement instruction or services for students and the center (school).[2][3]

The use of a personal vehicle shall be considered a legitimate job expense if travel is authorized in advance by the

{X } immediate supervisor.

{ } building administrator.

{ } Business Manager.

{X } Administrative Director or designee.

Use of a personal vehicle for approved purposes is reimbursable at the [IRS Standard Mileage](#) rate per mile approved by the Joint Operating Committee.

{X } Use of a personal vehicle requires that liability insurance be provided by the employee.

Actual and necessary expenses incurred when attending functions outside the center (school) shall be reimbursed to an employee if approval has been obtained in advance from the

{ } Joint Operating Committee.

{X } Administrative Director.

{ } building administrator.

{ } immediate supervisor.

Attendance at approved events outside the center (school) shall be without loss of regular pay, unless otherwise stipulated prior to attendance.

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Legal	1. 24 P.S. 1850.1
	2. Pol. 309.1
	3. Pol. 624
	Pol. 626.1

Book	Policy Manual
Section	300 Employees
Title	Working Periods
Code	332 Vol V 2020
Status	First Reading
Last Revised	February 11, 2021

Authority

Work schedules required for administrative, professional and support employees shall be clearly specified to ensure regular attendance by employees and consistent operation of the center (school) and its programs.

The Joint Operating Committee has the authority and responsibility to determine the hours **and days** during which programs and services of the center (school) shall be available to students and the community, consistent with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, and Joint Operating Committee resolutions.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Joint Operating Committee has the authority to make modifications to the school calendar and the school schedule as necessary to meet the instructional and health and safety needs of students and staff. Modifications to staff working periods shall be addressed in accordance with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, Joint Operating Committee resolutions and/or Joint Operating Committee-approved health and safety or other emergency preparedness and response plans.[\[3\]](#)[\[5\]](#)[\[6\]](#)

Delegation of Responsibility

The Administrative Director or designee shall develop administrative regulations to ensure employees **are informed of and** adhere to their assigned work schedules.

Instructional personnel shall have a duty-free lunch period of not less than thirty (30) minutes.[\[1\]](#)

Staff may be assigned extra or alternative duties, distributed equitably when possible, at the discretion of the

☒ building administrator.

☒ immediate supervisor.

☐ Administrative Director.

All professional staff members are expected to attend each faculty meeting unless specifically excused by the responsible administrator.

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Legal	1. 24 P.S. 1504
	2. 24 P.S. 1850.1
	3. Pol. 803
	4. Pol. 804
	5. 24 P.S. 520.1
	6. Pol. 805
	Pol. 318

Book	Policy Manual
Section	300 Employees
Title	Sick Leave
Code	334 Vol V 2020
Status	First Reading
Last Revised	January 25, 2021

Authority

Joint Operating Committee policy for certificated administrative and professional employees shall ensure that eligible employees receive paid sick leave days annually, in accordance with law, administrative compensation plan, individual contract, collective bargaining agreement, or Joint Operating Committee resolution. Unused leave shall be cumulative.[\[1\]](#)

Joint Operating Committee policy for noncertificated administrative and support employees shall ensure that eligible employees receive paid sick leave days annually, in accordance with the administrative compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution. Unused leave shall be cumulative.

The Joint Operating Committee reserves the right to require any employee claiming **paid or unpaid** sick leave to submit sufficient proof, including **documentation from a licensed physician, certified registered nurse practitioner or a licensed physician assistant**, of the employee's illness, disability **or need to quarantine**.[\[1\]](#)[\[2\]](#)

Misuse of sick leave shall be considered a serious infraction subject to disciplinary action.[\[3\]](#)

The Joint Operating Committee shall consider the **written request** of any eligible employee for an extension of sick leave, **with or without pay**, when the employee's own accumulated sick leave **or other paid or unpaid leave has been** exhausted, pursuant to law **or collective bargaining agreement provisions** where applicable.[\[1\]](#)[\[2\]](#)

{ } The Joint Operating Committee approves the use of Sick Leave Banks, and directs the Administrative Director or designee to establish administrative regulations or procedures to ensure they are operated in accordance with the provisions of law, Joint Operating Committee policy and an applicable administrative compensation plan, collective bargaining agreement, or Joint Operating Committee resolution.

Delegation of Responsibility

The Administrative Director shall report to the Joint Operating Committee the names of employees absent for noncompensable cause or whose claim for sick leave pay cannot be justified.

Guidelines

Whatever the claims of disability, no day of absence shall be considered a sick leave day if the employee has engaged in or prepared for other gainful employment, or has engaged in any activity that would raise doubts regarding the validity of the sick leave request.

Records

The center's (school's) personnel records shall show the attendance of each employee; and the days absent shall be recorded, with the reason for such absence noted.[\[1\]](#)

A record shall be made of the unused sick leave days accumulated by each employee, which shall be reported to the employee.[\[1\]](#)

{ } It is the policy of the Joint Operating Committee not to make payment for unused sick leave upon discharge, resignation, or retirement.

{X } The Joint Operating Committee shall pay a specified amount for each unused sick leave day, up to a designated number of days, upon the retirement or death of an employee, as provided in the administrative compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.

NOTE: Include the option on Sick Leave Banks if the Joint Operating Committee has a separate policy on Sick Leave Banks or if they are included in the collective bargaining agreement and/or administrative compensation plan.

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Legal	1. 24 P.S. 1154
	2. 24 P.S. 1850.1
	3. Pol. 317
	Pol. 335
	Pol. 339

Book	Policy Manual
Section	300 Employees
Title	Family and Medical Leaves
Code	335 Vol II 2020
Status	First Reading
Last Revised	February 11, 2021

Authority

The Joint Operating Committee shall provide eligible administrative, professional and support employees with unpaid leaves of absence in accordance with the Family And Medical Leave Act, hereinafter referred to as FMLA.[\[1\]](#)[\[2\]](#)

Employee requests for FMLA leave shall be processed in accordance with law, Joint Operating Committee policy and administrative regulations.

Delegation of Responsibility

The Administrative Director shall develop and disseminate administrative regulations to implement FMLA leave for eligible employees.

The center (school) shall post, in conspicuous places in the center (school) customarily used for notices to employees and applicants, a notice regarding the provisions of the FMLA and the procedure for filing a complaint.[\[3\]](#)

Employee requests for leave, both FMLA and non-FMLA, shall be submitted in writing on a designated form to the

☒ ~~Administrative~~ Director.

☐ building administrator.

☐ Director of Personnel.

☒ Administrative Services/~~Director of~~ Human Resources Coordinator.

☐ Business Manager.

Guidelines

Employees' eligibility for FMLA leave shall be based on the criteria established by law.[\[4\]](#)[\[5\]](#)

Eligible employees shall be provided up to twelve (12) workweeks of unpaid leave in a twelve-month period for the employee's own serious health condition; for the birth, adoption, foster placement or first-year care of a child; to care for a seriously ill spouse, child or parent; or to address specific qualifying exigencies pertaining to a member of the Armed Forces alerted for foreign deployment or during foreign deployment.[\[5\]](#)

Eligible employees shall be provided up to twenty-six (26) workweeks of unpaid leave in a single twelve-month period to care for an ill or injured covered servicemember.[\[5\]](#)

The center (school) shall utilize a rolling twelve-month period measured backwards from the date leave is used to determine if an employee has exhausted his/her FMLA leave in any twelve-month period.[\[6\]](#)

CHOOSE ONLY 1 OF THE FOLLOWING OPTIONS – REVIEW CBA'S:

☐ When an employee requests an FMLA leave and qualifies for and is entitled to any accrued paid sick, vacation, personal or family leave, the employee is required to utilize such paid leave concurrent with the FMLA leave.[\[5\]](#)

☒ When an employee requests an FMLA leave and qualifies for and is entitled to any accrued paid sick, vacation, personal or family leave, the employee may utilize such paid leave concurrent with the FMLA leave.[\[5\]](#)

NOTES:

Both spouses – 29 U.S.C. Sec. 2612, 29 CFR Sec. 825.202

DO NOT add guardian to this policy.

If current policy reads "anticipated disability" – delete and replace with new mast, unless the language is in addition to FMLA.

Take out seniority language due to a conflict in the law.

1. 29 CFR Part 825
 2. 29 U.S.C. 2601 et seq
 3. 29 U.S.C. 2619
 4. 29 U.S.C. 2611
 5. 29 U.S.C. 2612
 6. 29 CFR 825.200
- Pol. 813

335. Attach - FAMILIES FIRST CORONAVIRUS RESPONSE ACT.docx (29 KB)

335-Attach2-FFCRA_Poster_Spanish.pdf (185 KB)

335-Attach1-FFCRA_Poster_English.pdf (180 KB)

Book	Policy Manual
Section	300 Employees
Title	Responsibility for Student Welfare
Code	340 Vol V 2020
Status	First Reading
Last Revised	February 11, 2021

Authority

The Joint Operating Committee adopts this policy to ensure appropriate oversight of and responsibility for student welfare by administrative, professional and support employees.[\[1\]](#)

Employees are responsible for the safety of students in their charge within center (school) buildings and on center (school) property.

Each employee **is responsible** for supervision, control and protection of students, commensurate with assigned duties and **directives**.

Each employee is responsible to ensure that students are supervised by a teacher or other staff member at all times while engaged in center (school) activities.

[{X}](#) An employee should not voluntarily assume responsibility for duties **the employee** cannot reasonably perform. Voluntary assumption carries the same responsibilities as assigned duties.

Teachers **and designated staff** shall provide proper instruction in **and enforcement of** safety **rules and procedures included in the Joint Operating Committee-approved health and safety plan and** assigned curriculum.[\[2\]](#)[\[3\]](#)

Each employee has the responsibility to report immediately to the building administrator **or designated staff** an accident, safety hazard, **unsafe or dangerous condition, or to immediately address observed violations of center (school) safety rules.**[\[2\]](#)

[{X}](#) Employees may not send students on any personal errands.

[{X}](#) Employees may not transport students in a personal vehicle, except when specifically **authorized by the building administrator or designee**.

[{X}](#) Employees shall not require a student to perform **services** that may be detrimental to the student's health.

Delegation of Responsibility

The Administrative Director or designee shall monitor employee's adherence to this policy to ensure the maintenance of standards that protect student welfare.

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Legal	1. 24 P.S. 1850.1
	2. Pol. 705
	3. Pol. 805

Book	Policy Manual
Section	600 Finances
Title	600 Finances
Code	Cross Reference
Status	First Reading
Last Reviewed	January 14, 2021

Erie County Technical School

KEY:

Numbers - existing school policy	AoA - Articles of Agreement	Ft Hbk - Faculty Handbook
Web - school entity website	CMC - Classified Employee Master Contract	TMC - Federation of Teachers Master Contract
CQ - Checklist and Questionnaire	Bgt - 2016-2017 Budget Proposal	

600 FINANCES

POLICY	RESOURCES	NEW LANGUAGE	DELETIONS/NOTES
601 Fiscal Objectives	601, CQ	-Minor changes have been made to the draft policy to enhance clarity. -The second paragraph regarding the annual financial reports has been added to the 'Authority' section in accordance with 24 PS 218.	
602 Budget Planning	602, Bgt	-Minor changes have been made to the draft policy to enhance clarity. -Item number six regarding technology needs has been added to the list in the 'Delegation of Responsibility' section as a recommendation from the PSBA policy guide. -Language regarding the replacement of equipment has been separated into a unique item in the list under the 'Delegation of Responsibility' section, and language regarding an inventory has been added to the item as a recommendation from the PSBA policy guide.	
603 Budget Preparation	603, Bgt	-Minor changes have been made to the draft policy to enhance clarity. -The last paragraph regarding the contents of the proposed budget has been expanded upon. These additional contents are recommended by PSBA.	-The language "The budget should be studied by each member of the Operating Committee during its preparation, but once adopted, it deserves the support of all members of the Operating Committee regardless of their position when adoption was voted." has not been included in the 'Authority' section as this language is not recommended. This should be true for all Committee decisions. -The language "The budget should evolve primarily from the needs of the individual centers and programs as expressed by Director and administration and should be compatible with the school's goals and strategic plans." has not been included in the 'Delegation of Responsibility' section as this sentiment is better addressed in the 'Authority' section, and language regarding planning is more appropriately covered in draft policy 602, Budget Planning. -The paragraphs "The Director shall determine the manner in which the general operating budget is to be compiled and issue instructions to the staff." and "The Director shall also establish a time schedule for preparation of the budget. Sub-budgets shall be prepared, as required, based on services provided and in such manner as determined by the Director." has not been included in the 'Delegation of Responsibility' section as this language is procedural, not recommended for policy, and might be better suited for administrative regulations.
604 Budget Adoption	604, AoA, Bgt	-Minor changes have been made to the 'Purpose' section to enhance clarity.	-Except for the original 'Purpose' section, the school's original policy language has been replaced with the 'Authority' section from PSBA's policy guide as a recommendation. This section has been written in accordance with 24 PS 687. The original policy language is very procedural, not recommended for policy, and might be better suited for administrative regulations. The original school policy was last revised in 1996, and may not be in accordance with the applicable laws and regulations.
607 Tuition Income	607, Web	-Minor changes have been made to the draft policy to enhance clarity. -The second paragraph regarding tuition billings has been added to the 'Guidelines' section as a recommendation from the PSBA policy guide. IMPORTANT NOTE: There is	-In the 'Delegation of Responsibility' section, the administrator responsible for the invoices has been changed from the Director to the Business Manager as a recommendation from the PSBA policy guide. Please review and revise as necessary.

		language preceded by brackets in this paragraph -- the Committee should determine which option is in accordance with Committee practice -- please select which option the Committee would like to include in the policy by placing an X in the bracket.	-The month in which tuition rates are established has not been included in the 'Guidelines' section as tuition rate documents on the school website did not appear to reflect this date. Please review and revise as necessary.
608 Bank Accounts	608	-Minor changes have been made to the draft policy to enhance clarity.	
609 Investment of Funds	609		-The school's original policy, 609, Investment, has been replaced with PSBA's policy guide language as a strong recommendation, which has been written in accordance with Act 10 of 2016 (which expands the types of permissible investments beyond investments currently allowable under SC 440.1) and other applicable laws and regulations. School entities should carefully review this draft policy with their solicitor and financial advisors.
610 Purchase Subject to Bid/Quotation	610, CQ	-The draft policy has been heavily revised to enhance clarity. -Language regarding advertising guidelines, purchasing and contracting, splitting purchases, and accepting or rejecting bids has been added to the 'Competitive Bids' subsection in accordance with 24 PS 751 and 807.1. -Language regarding work preformed by school employees has been expanded upon in accordance with 24 PS 751.	-Note: The Department of Labor and Industry shall publish notice, in the Pennsylvania Bulletin prior to January 1 of each calendar year, of the annual percentage change and the unadjusted or final adjusted base amounts at which competitive bidding is required and written or telephonic price quotations are required, respectively, for the calendar year beginning the first day of January after publication of the notice. This policy will be adjusted annually based on the notice published in the Pennsylvania Bulletin. -The draft policy has been heavily revised. Amounts contained in the draft policy have been revised in accordance with the Consumer Price Index. Language has been added to the 'Guidelines' section which explains that the policy is subject to these changes. -The school's original 'Delegation of Responsibility' section has been replaced with general language regarding authority to purchase from the PSBA policy guide. The original policy language is very procedural, not recommended for policy, and might be better suited for administrative regulations. -The paragraphs "Bids shall be opened publicly before one or more witness at a previously designated time and place. Contracts shall be awarded to the lowest responsible bidder upon resolution of the Operating Committee, unless the Operating Committee chooses to reject all bids." and "Whenever a contractor shall submit a bid for the performance of work and the contractor later claims a mistake, error or omission in preparing said bid, the contractor shall, before the bids are open, make known the fact and in such case the bid shall be returned unopened." have not been included in the 'Guidelines' section as this language is very procedural, not recommended for policy, and might be better suited for administrative regulations. -The 'Electronic Bidding' and 'Competitive Electronic Bidding' subsections have not been included in the draft policy, as this language only applies to schools which use competitive electronic auction bidding, which the Checklist and Questionnaire indicates the school does not/no longer utilizes.
611 Purchases Budgeted	611, Ft Hbk	-Language regarding purchases of more than \$20,100 has been added to the first paragraph of the 'Delegation of Responsibility' section in accordance with the applicable laws and regulations. More administrators have been indicated to authorize purchases as a recommendation from the PSBA policy guide.	-The paragraphs "It is the policy of the Operating Committee that not only the letter, but the spirit of all laws and regulations related to purchases by the school and the control of its finances and property be abided by strictly and without exception." and "Within the framework of applicable laws and regulations, purchases and use of materials and manpower shall be accomplished in accordance with good business practices with the primary purpose of economical and efficient service to the program." have not been included in the 'Authority' section as this language is unnecessary and does not add informational value to the draft policy. -Language regarding written or telephonic price quotations has not been included in the 'Authority' section as this language is only applicable to purchases over a certain amount as determined by the Consumer Price Index, the topic of which has been more comprehensively and appropriately addressed in the draft policy 610, Purchase Subject to Bid/Quotation. -The 'Guidelines' section has not been included in the draft policy. This language is procedural, not recommended for policy, and might be better suited for administrative regulations.
612 Purchases Not Budgeted	612	-Minor changes have been made to the draft policy to enhance clarity. -Language regarding fund transfers due to expenditures which exceed budgeted funds has been added to the 'Guidelines' section as a recommendation from the PSBA policy guide.	
613 Cooperative Purchasing	613	-Minor changes have been made to the draft policy to enhance clarity.	-The language "All such agreements must conform to regulations provided in the School Code." has not been included in the 'Delegation of Responsibility' section as this

			language is unnecessary and does not add informational value to the draft policy.
614 Payroll Authorization	614	-Minor changes have been made to the draft policy to enhance clarity. -Actions of the Committee have been expanded upon in the first two paragraphs of the 'Authority' section in consideration of other school policy. -The fourth paragraph regarding payroll certification has been added to the 'Guidelines' section as a recommendation from the PSBA policy guide.	
615 Payroll Deductions	615, CMC, TMC	-Minor changes have been made to the draft policy to enhance clarity.	-The list of voluntary payroll deductions has not been included in the 'Authority' section. Voluntary payroll deductions are subject to change each time an employee contract/bargaining agreement is renewed, necessitating the revision of policy. These changes happen so often that it is recommended the list of deductions is kept in an administrative regulation for fast revisions.
616 Payment of Bills	616, Web	-Minor changes have been made to the draft policy to enhance clarity. -The Director has been added to those administrators in the first paragraph of the 'Delegation of Responsibility' section as a recommendation from the PSBA policy guide. -The Vice-Chairperson has been added to those administrators in the first paragraph of the 'Guidelines' section as a recommendation from the PSBA policy guide.	-The list of items that should be recorded for bills has been revised. The item "Check date" has been added as a recommendation from the PSBA policy guide. The items " (Batch) BAT-S", "PO-F/P/C number", and "ASN/Account number" have not been included in the list as these are not recognizable items and the terms were not found within the school website or recent Committee minutes. Please review and revise as necessary. -In the seventh paragraph of the 'Delegation of Responsibility' section, the person responsible for preparing checks and canceling commitments has been changed from the Business Manager to the Treasurer in accordance with 24 PS 439. -The 'Purchasing Procedures' and 'Periodic Financial Reports' subsections have not been included in the 'Guidelines' section as this language is very procedural, not recommended for policy, and might be better suited for administrative regulations.
617 Petty Cash	617		-While the original school policy was used in the creation of the draft policy, the original policy did not contain a lot of information, and language from the PSBA guide has been added to the draft policy as a recommendation and in accordance with the applicable laws and regulations. -The language "A petty cash fund not to exceed \$250.00 may be established for the office of the Director and such other offices as the Director may recommend for approval." has not been included in the 'Authority' section as this cash amount can be subject to frequent change, necessitating the revision of policy. It is not recommended for policy, and might be better suited for administrative regulations. The draft policy was also last reviewed in 1996, and may no longer reflect current school practice.
618 Student Activity Funds	618		-While the original school policy was used in the creation of the draft policy, the original policy did not contain a lot of information, and language from the PSBA guide has been added to the draft policy as a recommendation and in accordance with the applicable laws and regulations. -Note: Student activity funds should NOT be intermingled with special purpose funds – they are a separate issue. Auditors want to see student activity funds as its own issue. Language regarding special purpose funds has not been included in the draft policy for these reasons. The draft policy has been heavily revised to enhance clarity. -The time-frame for financial reports has been changed from "monthly" to "at least quarterly" as a recommendation from the PSBA policy guide.
619 Audit	619	-Minor changes have been made to the draft policy to enhance clarity. -Language has been added to the first paragraph in the 'Authority' section regarding presenting the audit to the Board in accordance with 24 PS 2408. -The 'Delegation of Responsibility' section has been added to the draft policy in accordance with the reporting requirements of 24 PS 218.	
620 Fund Balance - New	CQ, Bgt	-New Policy: This policy is optional and has been added to the manual for the consideration of the school. This draft policy is meant to clarify the school's general operations surrounding the maintenance of a fund balance. This draft policy has been written in accordance with recommendations from PASBO, based on GASB 54, and School Code.	IMPORTANT NOTE: There are blank spaces in the 'Guidelines' section indicating percentages regulating the fund balances -- the Business Manager should determine these percentages in accordance with school practice. There are financial industry recommendations for a fund balance range between certain percentages; however, this is only a recommendation, not law. Due to the volatile economic environment that school entities are faced with, PSBA does not make recommendations for percentages for the ranges in Policy 620.

622 GASB Statement 34 - New		-New policy: This policy is recommended by PSBA for the protection of the school from potential legal challenges and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This draft policy is meant to clarify the school's accounting and financial reporting requirements. This draft policy has been written in accordance with requirements of the Governmental Accounting Standards Board and other applicable laws and regulations.	
624 Taxable Fringe Benefits - New		-New Policy: This policy is optional and has been added to the manual for the consideration of the school. This draft policy is meant to clarify the school's general operations regarding taxability of employee fringe benefits. This draft policy has been written in accordance with the requirements of the Internal Revenue Code.	
625 Procurement Cards	625	-Minor changes have been made to the draft policy to enhance clarity.	-The list of items "authorized for purchase, without obtaining bids or quotes" has not been included in the 'Guidelines' section as this language is procedural, not recommended for policy, and might be better suited for administrative regulations. -Language regarding purchases over 4000 dollars has not been included in the 'Guidelines' section as this language is not recommended. This language is not consistent with policy 610, Purchase Subject to Bid/Quotation. -The language "Procurement cards shall not be used for purchases that could be anticipated at the beginning of the school year and would circumvent the required bidding process." has not been included in the 'Guidelines' section as this language is repetitive and not necessary.
626 Federal Fiscal Compliance - New		-New policy: This policy is recommended by PSBA for the protection of the school from potential legal challenges and/or a loss of funding. The draft policy has recently been significantly updated to incorporate requirements of the UGG (2 CFR Part 200). It is important to note, however, that this policy is not limited in scope solely to the UGG requirements but is meant to set a standard for the school entity to ensure that ALL federal funds received by the school entity are administered in accordance with federal requirements. IMPORTANT NOTE: Policy 626 contains procedures, which are provided as attachments to the policy for ease of use - please save the attachments to your local computer or server, modify as necessary and save them. Then, delete the generic attachments to the 626 policy in the system and re-attach your school's customized procedures to the policy.	
626.1 Travel Reimbursement - Federal Programs - New		-New Policy: The school is mandated by state or federal law or regulation to maintain a policy regarding this topic. This draft policy has been written in accordance with requirements of the School Code and other applicable laws and regulations. The purpose of this policy is to provide the school with guidance for the reimbursement of work-related travel costs.	

Book	Policy Manual
Section	600 Finances
Title	Updated Procurement Procedure Attachment for Policy 626
Code	626 Procurement Procedure Attachment Vol V 2018 RETIRE - New Volume
Status	Administrative Review
Last Revised	February 6, 2019
Last Reviewed	January 14, 2021

The attached document below labeled 626-Attach-Procurement is an updated procedure that should be used to update and *replace* the attachment to your Policy 626 or other policies or internal procedures related to procurement under federal programs based on revised amounts for bidding and price quotation thresholds.

To update the attachment on your current 626 Policy:

- Open the attached Procurement procedure in Microsoft Word, make the selections specific for your school entity and save the file on your computer or files server.
- Locate your Policy 626 in the Active area of your policy manual; right-click on it and select Duplicate. This will place a "Copy of" 626 in your Draft area.
- Open the Copy of 626, delete "Copy of" from the title, and scroll to the bottom to locate the attachments. Right-click on the 626-Attach-Procurement file and select Delete.
- Click in the white space of the Public Files box where the attachments are located--your file selection menu should open. Find where you saved the updated 626-Attach-Procurement Microsoft Word file and select to attach it to the policy.
- The Policy 626 in Active may be moved to Retired and the 626 with the new attachment may be moved to Active--if your Joint Operating Committee approves changes to policy attachments, be sure to send the change through the Joint Operating Committee approval process first. If the Joint Operating Committee does not approve attachments, provide the revised attachment to the Joint Operating Committee as an informational item.

[626-Attach-Procurement.docx \(49 KB\)](#)

Book	Policy Manual
Section	600 Finances
Title	Federal Fiscal Compliance
Code	626 Vol II 2020
Status	First Reading
Last Revised	January 14, 2021

Authority

The Joint Operating Committee shall ensure federal funds received by the center (school) are administered in accordance with federal requirements, including but not limited to the federal Uniform Guidance.^[1]

Delegation of Responsibility

The Joint Operating Committee designates the

- {X } Administrative Director
- { } Federal Programs Coordinator
- { } building administrator
- { } Business Manager

as the center (school) contact for all federal programs and funding.

The Administrative Director or designee, in collaboration with the Federal Programs Coordinator and Business Manager, shall establish and maintain a sound financial management system to include internal controls and federal grant management standards covering the receipt of both direct and state-administered federal grants, and to track costs and expenditures of funds associated with grant awards.^[1]

The Administrative Director, to assist in the proper administration of federal funds and implementation of this policy, may approve additional procedures as attachments to this policy.

Guidelines

The center's (school's) financial management system shall be designed with strong internal controls, a high level of transparency and accountability, and documented procedures to ensure that all financial management system requirements are met.

Financial management standards and procedures shall assure that the following responsibilities are fulfilled:

1. Identification – The center (school) must identify, in its accounts, all federal awards received and expended, and the federal programs under which they were received.
2. Financial Reporting – Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements of the Education Department General Administrative Regulations (EDGAR).
3. Accounting Records – The center (school) must maintain records which adequately identify the source and application of funds provided for federally-assisted activities.
4. Internal Controls – Effective control and accountability, **including segregation of duties**, must be maintained for all funds, real and personal property and other assets. The center (school) must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
5. Budget Control – Actual expenditures or outlays must be compared with budgeted amounts for each federal award. Procedures shall be developed to establish determination for allowability of costs for federal funds.
6. Cash Management – The center (school) shall maintain written procedures to implement the cash management requirements found in EDGAR.
7. Allowability of Costs – The center (school) shall ensure that allowability of all costs charged to each federal award is accurately determined and documented.

Standards of Conduct

The center (school) shall maintain standards of conduct covering conflicts of interest and the actions of employees and center (school) officials engaged in the selection, award and administration of contracts.^[2]^[3]

All employees shall be informed of conduct that is required for federal fiscal compliance and the disciplinary actions that may be applied for violation of Joint Operating Committee policies, administrative regulations, rules and procedures.^[4]

Employees - Time and Effort Reporting

All center (school) employees paid with federal funds shall document the time they expend in work performed in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply to contracted individuals.^[5]

Center (School) employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient.^[6]

The center (school) shall establish and maintain employee policies **and procedures** on hiring, benefits and leave and outside activities, as approved by the Joint Operating Committee. **Center (School) procedures on payment of staff shall apply to employees paid with federal funds and shall include payment in extenuating or emergency conditions, in accordance with applicable law, regulations or emergency declarations by state or federal authorities.**^{[7][8][9][10][11][12][13][14]}

Record Keeping

The center (school) shall develop and maintain a Records Management Plan and related Joint Operating Committee policy and administrative regulations for the retention, retrieval and disposition of manual and electronic records, including emails.^{[15][16]}

The center (school) shall ensure the proper maintenance of federal fiscal records documenting:^{[16][17][18]}

1. Amount of federal funds.
2. How funds are used.
3. Total cost of each project.
4. Share of total cost of each project provided from other sources.
5. Other records to facilitate an effective audit.
6. Other records to show compliance with federal program requirements.
7. Significant project experiences and results.

All records must be retrievable and available for programmatic or financial audit.

The center (school) shall provide the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right of access to any documents, papers, or other center (school) records which are pertinent to the federal award. The center (school) shall also permit timely and reasonable access to the center's (school's) personnel for the purpose of interview and discussion related to such documents.^[19]

Records shall be retained for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs.^[20]

If any litigation, claim or audit is started before the expiration of the standard record retention period, the records shall be retained until all litigation, claims or audits have been resolved and final action taken.^[20]

As part of the Records Management Plan, the center (school) shall develop and maintain a records retention schedule, which shall delineate the record retention format, retention period and method of disposal.^[16]

The Records Management Plan shall include identification of staff authorized to access records, appropriate training, and preservation measures to protect the integrity of records and data.^[16]

The center (school) shall ensure that all personally identifiable data protected by law or regulations is handled in accordance with the requirements of applicable law, regulations, Joint Operating Committee policy and administrative regulations.^{[21][22][23]}

Subrecipient Monitoring

In the event that the center (school) awards subgrants, the center (school) shall establish procedures to:^[24]

1. Assess the risk of noncompliance.
2. Monitor grant subrecipients to ensure compliance with federal, state, and local laws and Joint Operating Committee policy and procedures.
3. Ensure the center's (school's) record retention schedule addresses document retention on assessment and monitoring.^[16]

Compliance Violations

Employees and contractors involved in federally funded programs and subrecipients shall be made aware that failure to comply with federal law, regulations or terms and conditions of a federal award may result in the federal awarding agency or pass-through entity imposing additional conditions or terminating the award in whole or in part.^{[25][26]}

- 1. 2 CFR Part 200
- 2. Pol. 827
- 3. Pol. 828
- 4. Pol. 317
- 5. 2 CFR 200.430
- 6. Pol. 626.1
- 7. 24 P.S. 1153
- 8. Pol. 304
- 9. Pol. 319
- 10. Pol. 336
- 11. Pol. 337
- 12. Pol. 624
- 13. Pol. 805
- 14. Pol. 813
- 15. 2 CFR 200.333-200.337
- 16. Pol. 800
- 17. 34 CFR 75.730-75.732
- 18. 34 CFR 76.730-76.731
- 19. 2 CFR 200.336
- 20. 2 CFR 200.333
- 21. Pol. 113.3
- 22. Pol. 216
- 23. Pol. 324
- 24. 2 CFR 200.330-200.331
- 25. 2 CFR 200.338
- 26. 2 CFR 200.339
- 34 CFR Part 75
- 34 CFR Part 76
- Pol. 610
- Pol. 611
- Pol. 612
- Pol. 613
- Pol. 625

626-Attach-AllowabilityofCosts.doc (93 KB)

626-Attach-CashManagement (1).docx (19 KB)

626-Attach-Costs_Obligations_Property (1).doc (62 KB)

626-Attach-Procurement (1).docx (49 KB)

626-Attach-SubrecipientMonitoring.doc (59 KB)

Book	Policy Manual
Section	700 Property
Title	700 Property
Code	Cross Reference
Status	From PSBA

Erie County Technical School

KEY:

Numbers - existing CTC policy		
Web - CTC website		
CQ - Checklist and Questionnaire		

700 PROPERTY

POLICY	RESOURCES	NEW LANGUAGE	DELETIONS/NOTES
701 Facilities Planning	701	-A new item regarding population projections has been added to the list in the Delegation of Responsibility section as a PSBA recommendation.	-The original policy's Purpose section has been heavily revised in the Authority section of the draft policy in accordance with Chapter 4 of the State Board of Education Regulations, which eliminate the requirement for school entities to develop Strategic Plans (22 PA Code Sec. 4.13) and replaced with requirements to develop the specified separate plans. See policy 100, Comprehensive Planning, for more information. New language regarding participation has instead been added. -Original policy language regarding evaluations for adequacy has been replaced with more specific language regarding surveys in accordance with 24 PS 1850.1.
701.1 Land Utilization	701.1, Web		-Policy 701.1, Land Utilization, was processed as-is due to its inclusion in the original school entity manual. Only minor changes were made to the draft policy to enhance clarity, grammar, and syntax, and to ensure titles are used consistently throughout the policy manual. PSBA does not maintain a policy guide on this topic. The language of this draft policy is procedural, generally not recommended for policy, and might be better retained as an administrative regulation. It is strongly recommended that the JOC review policy 701.1, Land Utilization, with a solicitor for accuracy as part of the Policy Manual Review process. It is generally recommended the JOC vote to retire policy 701.1, Land Utilization, and possibly institute the guidelines as an administrative regulation. -Note: It is particularly recommended to review language in item six regarding work sessions ('study sessions' in original policy) with a solicitor in accordance with the Sunshine Act. -Note: It is particularly recommended to review language in item nine regarding Plancon with a solicitor in accordance with Act 16 of 2019.
702 Gifts, Grants, Donations	702	-Paragraphs regarding maintenance and use of gifts has been added to the Authority section as a recommendation.	- IMPORTANT NOTE: There are optional items preceded by brackets in the Delegation of Responsibility section that some school entities choose to implement. Please determine if either of these options are in accordance with CTC <u>practice or wishes</u> . If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language. -The administrator responsible for consulting with donators about funds has been assigned to just the Director instead of both the principal and Director as a recommendation. Please review and revise in accordance with CTC practice.
702.1 Crowdfunding - New		-New Policy: This draft policy is optional and included in the draft manual for the consideration of the school. Policy 702.1, Crowdfunding is a newly developed draft policy based on member interest and recommended best practices to address when individual employees or eligible organizations from a school entity wish to utilize crowdfunding to acquire resources for a classroom, program, and/or activity. Crowdfunding involves the solicitation and receipt of donations from the general public, via specially-designed websites (e.g. DonorsChoose), to fund a specific purpose or cause. The draft policy incorporates considerations regarding approval of crowdfunding sites and campaign requests, as well as general expectations for crowdfunding	-IMPORTANT NOTE: There is language preceded by brackets in the Authority section. The first option states the CTC shall allow crowdfunding, but it shall be managed under this policy. The second option prohibits all crowdfunding to benefit the schools. If this option is chosen, all following policy language is unnecessary and should be deleted or struck. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. -IMPORTANT NOTE: There is language preceded by brackets in the Definitions section. This is where the CTC may indicate which organizations are permitted to crowdfund on behalf of the schools. Please determine which option(s) are in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option(s). PSBA <i>recommends</i> selecting the options preceded by asterisks, but this is a local decision.

		campaigns and the resources acquired as a result. The draft policy should be modified as needed based on current practices and expectations of employees and organizations that may participate in crowdfunding on behalf of the school entity.	-IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section. This is where the CTC assigns administrative duties to the appropriate administrators to ensure proper oversight of crowdfunding. Please determine which option(s) are in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option(s). PSBA <i>recommends</i> selecting the options preceded by asterisks, but this is a local decision. -IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section. This language ensures proper approval of crowdfunding. Please determine which option(s) are in accordance with CTC <u>practice or wishes</u>. Please fill in dollar amounts AND place an X in the appropriate brackets to indicate the desired option(s). PSBA <i>recommends</i> selecting the options preceded by asterisks, but this is a local decision. -IMPORTANT NOTE: There is language preceded by brackets in the Approval of Crowdfunding Sites section. This language ensures proper approval of crowdfunding. Please determine which option(s) are in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option(s). PSBA <i>recommends</i> selecting the options preceded by asterisks, but it is important that this section matches that made in the first paragraph of the Delegation of Responsibly section. -IMPORTANT NOTE: There is language preceded by brackets in the Approval of Crowdfunding Request section. This language ensures proper approval of crowdfunding. Please determine which option(s) are in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option(s). PSBA <i>recommends</i> selecting the options preceded by asterisks, but it is important that this section matches that made in the third paragraph of the Delegation of Responsibly section. If a time-frame is chosen, PSBA recommends it is set at no less than 30 days so that it can be included on the JOC agenda. -IMPORTANT NOTE: There is language preceded by brackets in the Use of Crowdfunding section. It should be determined if any of these options are in accordance with CTC <u>practice or wishes</u>. If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language. PSBA <i>recommends</i> selecting the options preceded by asterisks, but this is a local decision.
703 Sanitary Management	703	-A paragraph regarding monthly facility inspections has been added to the Delegation of Responsibility section as a recommendation.	-IMPORTANT NOTE: There is new language regarding inspections for sanitation preceded by brackets in the Delegation of Responsibility section. Please determine which option is in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option. PSBA recommends selecting both the Director or designee and Supervisor of Buildings and Grounds but this is a local decision. -IMPORTANT NOTE: There is language regarding building cleanliness preceded by brackets in the Delegation of Responsibility section. The original CTC policy stated this was the Director and maintenance staff. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option is in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option.
704 Maintenance - New		-New Policy: This policy is recommended by PSBA to clarify authority and communicate current school operations. This draft policy is meant to clarify the CTC's general maintenance operations and has been written in accordance with the applicable laws and regulations. Responsibilities have been assigned in the draft policy based upon prior selection made by the CTC. Please review and revise in accordance with CTC practice.	
705 Safety	705, 705.1, CQ, Web	705 - The Delegation of Responsibility section regarding duties of the Director and school administrators has been added to the draft policy as a PSBA recommendation.	705, 705.1 - The Purpose and Authority sections have been revised to clarify that the draft policy addresses safety of the physical buildings and facilities of the school entity, as well as addressing the requirements for Certified Workplace Safety Committees. Please note that language related to fire and safety drills shall be addressed in policy 805. 705.1 - The original CTC policy 705.1, Safety Advisory Committee, has been used as a resource while drafting the Certified Workplace Safety Committee section. The Certified Workplace Safety Committee section has been drafted in accordance with information provided to PSBA on the Checklist and Questionnaire and applicable laws and regulations. This includes revised language regarding membership and meetings. Please delete or strike through this language should it not apply to the CTC.

705.1 Safety Advisory Committee - Recommended to Retire	705.1		-The original CTC policy, 705.1, Safety Advisory Committee, has been used in the creation of draft policy 705, Safety. It is recommended the JOC vote to retire policy 705.1 when the JOC adopts policy 705.
706 Property Records	706		-Original policy language which listed the information required for purchase orders and equipment items has not been retained in the Authority section. This language is very procedural, not recommended for policy, and might be better suited for administrative regulations. It has been replaced with more general recommended language in the Guidelines section which states equipment will be tagged with appropriate information. - IMPORTANT NOTE: There is language detailing the equipment inventory review preceded by brackets in the Authority section. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting "at intervals that coincide with property insurance renewal", but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section which should be used to ensure the correct administrator is named. The original CTC policy stated this was the Director or designee. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting the Business Manager, but this is a local decision.
706.1 Disposition of Surplus Equipment and Supplies - Recommended to Retire	706.1		-The original CTC policy, 706.1, Disposition of Surplus Equipment and Supplies, has not been included in the draft policy manual. This language is procedural, not recommended for policy, and might be better retained as an administrative regulation. The original policy was also last reviewed in 706.1, and may no longer be in accordance with CTC practices. It is recommended the JOC vote to retire policy 706.1. However , a new draft of said policy can be created in the web-based system for consideration or JOC review at CTC request.
707 Use of School Facilities		-New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This draft policy has been written in accordance with the most recent amendments the School Code and other applicable laws and regulations. This draft policy is meant to clarify the CTC's operations, establish the types of activities for which facility use is appropriate, generally cover the appropriate use of CTC facilities and equipment, and establish prohibited activities. Responsibilities have been assigned in the draft policy based upon prior selections made by the CTC. Minor changes for style and clarity were made to CTC-added items in the Limitations section. Please review and revise in accordance with CTC practice.	
708 Lending of Equipment and Books	708	-The fourth paragraph regarding school books has been added to the Guidelines section as a recommendation. Please review and revise in accordance with CTC practice.	- IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section which should be used to ensure the correct administrator is named. The original CTC policy stated this was the Director. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting the building administrator, but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section. It should be determined if this language is still in accordance with CTC <u>practice or wishes</u> . If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language.
709 Building Security	709, Erie County Technical School Faculty Staff Handbook, Web	-The Guidelines section has been added to the draft policy as a recommendation. This new section includes language limiting entry to a single point after the start of the school day and implementing a controlled process for screening visitors and other authorized individuals as a recommendation, intended to promote safety. Please review and revise in accordance with CTC practice.	-The administrator responsible for coordinating building security has been assigned to the School Safety and Security Coordinator instead of the Director in accordance with Act 44 of 2018.
	710, 712	- IMPORTANT NOTE: There is language	-Policy language has been expanded upon to include other

710 Use of Facilities by Staff		preceded by brackets in the Authority section which should be revised to reflect the CTC's practices. The original JOC policy stated employees could use school property and equipment once approved. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option(s) are in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option(s).	recommended provisions for use by employees. This is a topic often governed by collective bargaining agreements, especially the use of facilities for meetings of an association. -The administrator responsible for temporary approval of use has been assigned to the building administrator instead of the Director in charge, as this did not seem to refer to the Administrative Director. Please review and revise in accordance with CTC practice.
712 Use of School Vehicles by Staff - Recommended to Retire	712		-The original CTC policy, 712, Use of School Vehicles by Staff, has not been included in the draft policy manual. This language is procedural, not recommended for policy, and might be better retained as an administrative regulation. The original policy was also last reviewed in 2008, and may no longer be in accordance with CTC practices. It is recommended the JOC vote to retire policy 712 and possibly institute the guidelines as an administrative regulation. -Note: The original policy attachment may also be better suited for an administrative regulation.
715 Faxing of Documents - Recommended to Retire	715		-The original CTC policy, 715, Faxing of Documents, has not been included in the draft policy manual. Draft policies are broadly drafted in an attempt to account for changes in technology. The original CTC policy is very specific to a limited range of technology that is becoming less common and being replaced by other forms of technology. Policy 815, Acceptable Use of Internet, Computers and Network Resources, will address security and confidentiality for electronic communications. If this policy is determined to still be necessary, it might be better suited for administrative regulations. It is recommended the JOC vote to retire policy 715.
716 Integrated Pest Management	716	-The third paragraph regarding the designation of an IPM Coordinator has been added to the Authority section in accordance with 24 PS 772.1. -The fourth paragraph regarding updated training has been added to the Delegation of Responsibility section as a recommendation from the PSBA policy guide.	-The administrator responsible for the duties outlined in the Delegation of Responsibility section has been assigned to the the IPM Coordinator instead of the the Director (even though they may be the administrator designated as the IPM Coordinator) as a recommendation.
717 Cellular Telephones	717		-The original CTC policy has been largely replaced with the PSBA policy guide as a recommendation. The original CTC policy language is very procedural, not recommended for policy, and might be better suited for administrative regulations. The original policy was also last reviewed in 2008, and may no longer be in accordance with CTC practices. The new draft policy establishes general guidelines for the use of CTC-owned phones and language stating that administrative regulations shall be drafted for the use of personal cell phones. Please review and revise in accordance with CTC practice. -Note: The original policy attachment has not been included in the draft policy. Attachments that are not mandated by law or regulation are not considered necessary for policy. This attachment may be better suited for an administrative regulation.
718 Service Animals in Schools - New		-New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This policy has been drafted in accordance with guidance from the Department of Justice (DOJ) and in accordance with the Americans with Disabilities Act (ADA). Further DOJ guidance may be found at https://www.ada.gov/service_animals_2010.pdf. Please review any language with a solicitor should the CTC wish to make revisions to the draft policy.	

Book	Policy Manual
Section	700 Property
Title	Facilities Planning
Code	701
Status	Second Reading
Last Reviewed	January 25, 2021

Authority

The Joint Operating Committee shall engage in short-term and long-term facilities planning in order to meet the ongoing needs of the school's educational programs and operations. The involvement of the Joint Operating Committee, staff, community, businesses, parents/guardians, and participating districts is an important part of this process.

The Joint Operating Committee shall periodically conduct surveys to determine the ~~career vocational~~ and technical needs of the participating school districts in order to facilitate facilities planning.[\[1\]](#)

Delegation of Responsibility

In order to inform the **Joint** Operating Committee of the school's future needs, the Director **or designee** shall:

1. Prepare a written description of existing physical facilities.
2. Report to the **Joint** Operating Committee on the enrollment **by programs and** by grades during the school year.
3. Estimate each spring the number of students who will be enrolled in the school **and in specific programs** in September of the year for which the estimate is made.
4. **Prepare student population projections and compare the actual population figures to the previously projected figures to detect early any changes in population trends.**

Guidelines

When planning **to** enlarge or modify its facilities, the **Joint** Operating Committee shall consider not only the number of students whose ~~career and vocational~~**technical and** educational needs must be met, but also the physical requirements of the programs best suited to meet those needs.[\[1\]](#)[\[2\]](#)

The building and site shall provide suitable accommodations to carry out the educational program, including provision for the handicapped/disabled, pursuant to law and regulations.[\[3\]](#)[\[4\]](#)[\[5\]](#)

Legal	1. 24 P.S. 1850.1
	2. 24 P.S. 1853
	3. Pol. 103
	4. Pol. 103.1
	5. Pol. 104
	25 PA Code 171.1 et seq
	Pol. 100

Book	Policy Manual
Section	700 Property
Title	Land Utilization
Code	701.1
Status	First Reading
Last Revised	January 25, 2021
Last Reviewed	November 12, 2019

Authority

Projected land use shall be justified on the basis of educational need and value to the participating districts' residents. The purpose of this facility is to promote lifelong education. The secondary educational program **shall** receive priority **consideration** for land usage.

Land use must meet all applicable zoning, building code, and environmental conditions and standards.

Guidelines

1. Requests to utilize any portion of the land for any purpose, including temporary structures and mobile units, are to be forwarded to the Director in detailed form indicating the purpose; population to be served; land area desired; a plan for administration, operation, and maintenance of the facility; as well as relevant information concerning the organization or agency making the request. Short-term usage, not to exceed a one-year period, **shall** be approved by the **Joint** Operating Committee following recommendation from the Director.
2. The proposed plan shall be reviewed by the Director ~~initially by the Land Utilization Committee.~~
3. The Solicitor shall be involved in the process at this juncture to **ensure** legal compliance.
4. The request is to be reviewed by the Director ~~the Executive Committee of the General Advisory Council for comments and recommendations preceding~~ consideration by the **Joint** Operating Committee.
5. After review by the Director ~~Land Utilization Committee~~ and Solicitor, the plan shall be forwarded to the Professional Advisory Council for their consideration and review. A positive recommendation from the Professional Advisory Council must **be obtained prior to** consideration by the **Joint** Operating Committee.
6. The request is to be forwarded to the **Joint** Operating Committee Secretary for inclusion as a discussion item at a **work** session of the Committee as a Whole.
7. The request is to be placed on the agenda of a regularly-scheduled meeting of the **Joint** Operating Committee. Acceptance of the request **shall** result in a resolution recommending approval by the Erie County Technical School Joint **Operating Committee**.
8. The unanimous approval of all of the participating districts and at least **fifty-one percent** (51%) of all of the school directors of the Joint Board shall be necessary for the planning to proceed.
9. The state Plancon **process** may ~~shall~~ be followed in the construction of any building.
10. ~~A Land Utilization Committee shall be established to:~~
 - ~~a. Initially review all requests.~~
 - ~~b. Determine conformity to the Land Utilization Plan.~~
 - ~~c. Formulate a recommendation for site location for uses not specifically referenced on the Utilization Plan to the Joint Operating Committee.~~
 - ~~d. Provide oversight responsibility.~~

~~The Land Utilization Committee shall be chaired by the Director and composed of administrators in charge of the technical school; the Superintendent of Record; the Chairperson of the Professional Advisory Council; and the Architect of Record.~~

Book	Policy Manual
Section	700 Property
Title	Gifts, Grants, Donations
Code	702
Status	Second Reading
Last Reviewed	January 25, 2021

Purpose

The **Joint** Operating Committee recognizes that individuals, **businesses** and community organizations may wish to contribute supplies **and** equipment to enhance or extend the **technical education** programs **of the school**.

Authority

The **Joint** Operating Committee has the authority to accept gifts and donations made to the school **or to any program in the school**.[\[1\]](#)[\[2\]](#)

The **Joint** Operating Committee reserves the right to refuse to accept any gift **that** does not contribute toward achievement of **established** goals or **when such** ownership would tend to adversely affect the school.[\[1\]](#)

Any gift accepted by the **Joint** Operating Committee or **its** designee shall become property of the school, may not be returned without **Joint** Operating Committee approval, and is subject to the same controls and regulations as are other properties of the school.[\[1\]](#)[\[2\]](#)

The Joint Operating Committee shall be responsible for the maintenance of any gift it accepts, unless otherwise stipulated.

The Joint Operating Committee shall make every effort to honor the intent of the donor in its use of a gift, but it reserves the right to utilize any gift in the best interest of the school's educational program.

In no case shall acceptance of a gift be considered an endorsement by the **Joint** Operating Committee of a commercial product, business enterprise or institution of learning.

All gifts shall be recorded in the appropriate inventory listing and property records.[\[1\]](#)[\[3\]](#)

The Director shall publicly report to the **Joint** Operating Committee all gifts **to the school** accepted on behalf of the **Joint** Operating Committee.

Delegation of Responsibility

The Director or designee shall:

1. Counsel potential donors on appropriateness of gifts.
2. Encourage individuals and organizations considering a **donation** to consult with **the** Director before appropriating funds.
3. Acknowledge the receipt and value of any gift accepted by the school.

Legal	1. 24 P.S. 216
	2. 24 P.S. 1850.1
	3. Pol. 706

Book	Policy Manual
Section	700 Property
Title	Sanitary Management
Code	703
Status	Second Reading
Last Reviewed	January 25, 2021

Purpose

The **Joint** Operating Committee recognizes that **safeguarding** the health and physical well-being of students **and staff** depends upon the cleanliness and **proper** sanitary conditions of school **building(s) and grounds**.

Authority

The **Joint** Operating Committee directs that a program of sanitary management shall be **maintained** in school **building(s) and facilities** and explained periodically to all staff members.[\[1\]](#)[\[2\]](#)

The **Joint** Operating Committee directs that standards be maintained to meet requirements set forth by the Pennsylvania Department of Health, Department of Labor & Industry and any local agency **that** has jurisdiction.

Delegation of Responsibility

-IMPORTANT NOTE: There is new language regarding inspections for sanitation preceded by brackets in the Delegation of Responsibility section. Please determine which option is in accordance with CTC [practice or wishes](#). **Please place an X in the appropriate brackets to indicate the desired option.** PSBA recommends selecting **both** the Director or designee **and** Supervisor of Buildings and Grounds but this is a local decision.

All school facilities shall be inspected regularly for cleanliness and proper sanitation by the

☒ **Director or designee.**

☐ **Supervisor of Buildings and Grounds.**

☒ **Facilities Manager.**

☐ **head custodian.**

The Director **or designee** shall develop and supervise a program for cleanliness and sanitary management of school building(s) **and facilities**, grounds and equipment pursuant to **law**, State Board regulations **and requirements** of the local and State Board of Health and the Department of Labor & Industry.

-IMPORTANT NOTE: There is language regarding building cleanliness preceded by brackets in the Delegation of Responsibility section. The original CTC policy stated this was the Director and maintenance staff. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option is in accordance with CTC [practice or wishes](#). **Please place an X in the appropriate brackets to indicate the desired option.**

Cleanliness of each school building shall be the responsibility of the

☐ **Director and maintenance staff**

☐ **head custodian.**

☐ **building administrator.**

☐ **Supervisor of Buildings and Grounds.**

☒ **Facilities Manager.**

Teachers shall be responsible for the condition of their **instructional areas**.

The building administrator shall inspect the facility at least once per month, and report to the Director or designee any conditions that may threaten the comfort, health or safety of occupants.

Legal	1. 24 P.S. 701
	2. 24 P.S. 1850.1
	25 PA Code 171.1 et seq

Book	Policy Manual
Section	700 Property
Title	Maintenance
Code	704 - New
Status	Second Reading
Last Reviewed	January 25, 2021

Purpose

Adequate maintenance of school building(s), property and equipment is essential to fiscal responsibility and efficient management of facilities.

Authority

The Joint Operating Committee directs that a continuous program of inspection and maintenance of school building(s), property and equipment be established and implemented. Wherever possible, maintenance shall be preventive.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Delegation of Responsibility

The Director or designee shall develop and supervise a maintenance program which shall include:

- 1. Regular program of maintenance, repair and improvement of buildings and facilities.**
- 2. Critical spare parts inventory.**
- 3. Equipment replacement program.**
- 4. Long-range plans for building modernization and conditioning.**
- 5. The Director or designee shall develop a maintenance check list applicable to the building, property and equipment.**
- 6. The building administrator, in conjunction with the designated maintenance employee, shall conduct a physical inspection of the building on a periodic basis and return a written report to the Director or designee as to the findings of that inspection.**

The Director shall report annually to the Joint Operating Committee regarding the current maintenance and improvement program and projected maintenance needs that include cost analysis.

Legal	1. 24 P.S. 1850.1
	2. 24 P.S. 701
	3. 24 P.S. 742
	25 PA Code 171.1 et seq

Book	Policy Manual
Section	700 Property
Title	Facilities and Workplace Safety
Code	705 Vol V 2020
Status	First Reading
Last Revised	January 25, 2021

Purpose

The Joint Operating Committee recognizes that center (school) facilities must be maintained and operated in a condition that prioritizes the safety of students, staff and visitors.

Authority

The Joint Operating Committee directs the center (school) to provide facilities and equipment for the safe conduct of the educational programs and operations of the center (school), **in accordance with guidance issued by state and local officials, and the Joint Operating Committee-approved health and safety plan.**

The Joint Operating Committee requires that all students, staff and visitors adhere to state and local health and safety orders, Joint Operating Committee policy, administrative regulations and Joint Operating Committee-approved plans requiring face coverings or other protective devices where needed for safety purposes. Violation of this policy and school safety rules may result in disciplinary action, in accordance with law, regulations or Joint Operating Committee policy, or denial of entry to center (school) buildings and property, except where accommodations are deemed reasonable and necessary for individuals with disabilities or for medical conditions.[1][2][3][4][5][6]

Delegation of Responsibility

The Administrative Director or designee shall **periodically** review and evaluate center (school) **health and** safety rules and **health and safety** plans, **as necessary**.[7]

Administrators shall ensure that all staff and students are informed of **health and** safety rules at the beginning of the school year **and whenever conditions and requirements change. Administrators shall provide ongoing education and post signage to assist staff and students in complying with health and safety rules.**[7]

Guidelines

~~Certified Workplace~~ Safety Committee

A workplace safety committee shall be established to promote the center (school)'s goals concerning safe schools.[8][9][10][11]

The workplace safety committee shall be composed of a minimum of four (4) members, including two (2) administrators and two (2) employee representatives.

If the number of members on the workplace safety committee exceeds four (4), the committee shall be composed of an equal number of administrators and employees unless otherwise agreed upon by both groups. The administrators shall not constitute a majority of the workplace safety committee.

It shall be the responsibility of the workplace safety committee to:

1. Evaluate the current safety program.
2. Establish procedures for conducting and documenting the findings of periodic inspections to locate and identify safety and health hazards.
3. Make recommendations to correct hazards.
4. Review, in a timely manner, incident and accident report and investigation forms.
5. Conduct follow-up evaluations on the effectiveness of new health and safety equipment or safety procedures.

A quorum of the workplace safety committee members shall meet at least once a month.

The workplace safety committee shall develop and maintain operating procedures, membership lists, committee meeting agendas, attendance lists and minutes of each meeting.

All decisions of the committee shall be made by majority vote of members present.

The Administrative Director or designee shall ensure that a qualified trainer provides all committee members with adequate, annual training in safety committee structure and operation, hazard detection and inspection, and accident and illness prevention and investigation.

The Administrative Director or designee shall maintain written records of workplace safety committee training.

NOTES:

Delete Certified Workplace Safety Committee section if the school entity does not have a safety committee because it self-insures or pools its liabilities. If not sure, leave it in for school entity to consider and delete if necessary.

1. Pol. 103.1
2. Pol. 113
3. Pol. 113.1
4. Pol. 218
5. Pol. 317
6. Pol. 907
7. Pol. 805
8. 24 P.S. 223
9. 34 PA Code 129.1001 et seq
10. 72 P.S. 1722-J
11. 77 P.S. 1038.2
- 24 P.S. 1517
- 24 P.S. 1518
- 24 P.S. 1850.1

Book	Policy Manual
Section	700 Property
Title	Safety Advisory Committee
Code	705.1 - Recommended to Retire
Status	From PSBA

-The original CTC policy, 705.1, Safety Advisory Committee, has been used in the creation of draft policy 705, Safety. It is recommended the JOC vote to retire policy 705.1 when the JOC adopts policy 705.

Book	Policy Manual
Section	700 Property
Title	Property Records
Code	706
Status	Second Reading
Last Reviewed	January 25, 2021

Purpose

The **Joint** Operating Committee **recognizes** that adequate property and inventory records **must** be maintained on all buildings, **equipment**, and physical property under control of the school.

Authority

-IMPORTANT NOTE: There is language detailing the equipment inventory review preceded by brackets in the Authority section. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting "at intervals that coincide with property insurance renewal", but this is a local decision.

The Joint Operating Committee directs that a complete inventory, **by physical count**, of all school-owned **equipment and** property **records of school building(s) and grounds, shall be maintained and updated** [\[1\]](#).

☒ **annually.**

☐ **every ____ years.**

☐ **at intervals that coincide with property insurance renewal.**

Delegation of Responsibility

-IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section which should be used to ensure the correct administrator is named. The original CTC policy stated this was the Director or designee. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting the Business Manager, but this is a local decision.

It shall be the **responsibility** of the

☒ **Director or designee**

☐ **Joint Operating Committee Secretary**

☐ **Business Manager**

☒ ~~**Supervisor of Buildings and Grounds**~~ **Facilities Manager**

to ensure that equipment inventories are systematically and accurately recorded, updated, and adjusted annually by reference to purchase orders and withdrawal reports. Property records of facilities shall be maintained on an ongoing basis.

Guidelines

Major items of equipment shall be subject to annual physical spot check inventory to determine loss, **location** or depreciation; any major loss shall be reported to the **Joint** Operating Committee.

Records of consumable supplies shall be maintained on a continuous inventory basis.

No equipment shall be removed for personal or nonschool use, except in accordance with **Joint** Operating Committee policy.[2][3]

Equipment shall be identified with a permanent tag that provides appropriate school identification.

Legal	1. 24 P.S. 1850.1
	2. Pol. 708
	3. Pol. 710

Book	Policy Manual
Section	700 Property
Title	Disposition of Surplus Equipment and Supplies
Code	706.1 - Recommended to Retire
Status	From PSBA

-The original CTC policy, 706.1, Disposition of Surplus Equipment and Supplies, has not been included in the draft policy manual. This language is procedural, not recommended for policy, and might be better retained as an administrative regulation. The original policy was also last reviewed in 706.1, and may no longer be in accordance with CTC practices. It is recommended the JOC vote to retire policy 706.1. **However**, a new draft of said policy can be created in the web-based system for consideration or JOC review at CTC request.

Book	Policy Manual
Section	700 Property
Title	Use of Center (School) Facilities
Code	707 Vol I 2020
Status	First Reading
Last Revised	January 25, 2021

Purpose

The Joint Operating Committee recognizes that although the primary purpose of the center (school) buildings, facilities and property is to provide students with an appropriate learning environment, the Joint Operating Committee may make center (school) facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the center (school). **This policy establishes conditions, restrictions and procedures for the use of center (school) facilities for noncenter (nonschool)-sponsored purposes.**

Authority

The Joint Operating Committee directs that use of center (school) facilities may be granted to individuals and community groups for the following types of activities:[\[1\]](#)

1. {X } Instruction in any branch of education, learning and the arts, consistent with the center's (school's) mission.
2. {X } Social, civic and recreational meetings and entertainment, and other uses pertaining to the welfare of the community; but such use shall be non-exclusive and open to the public without charge.
3. {X } Polling places for holding primaries, elections and special elections, as permitted or required by state law.
4. {X } Recreation, physical training and athletics, including competitive athletic contests for children and adults.

The Joint Operating Committee shall establish a schedule of fees for the use of center (school) facilities by approved groups.[\[2\]](#)

Delegation of Responsibility

The Administrative Director or designee shall implement administrative regulations or procedures for requesting and granting permission for use of center (school) facilities and shall distribute the necessary information to individuals affected by them.

An application for use of center (school) facilities may be disapproved because of noncompliance with established policy and procedures by the

- { } Administrative Director.
- { } Business Manager.
- { } Joint Operating Committee Secretary.
- { } building administrator.
- {X } Facilities Manager ~~Supervisor of Buildings and Grounds.~~

Guidelines

Application Process

An individual or community group requesting permission to use the center's (school's) buildings, facilities or property must submit a written request on the prescribed application form at least ten (10) days in advance of the proposed date to the

- { } Administrative Director.
- { } Business Manager.
- { } Joint Operating Committee Secretary.
- { } building administrator.
- { X} Facilities Manager ~~Supervisor of Buildings and Grounds.~~

The application must specify the portion of the facilities requested for use; proposed activities; number of individuals participating; and the date, time and duration of the proposed event.

Along with the completed application, the individual or group must submit the following:

1. { X} Payment of the specified rental fee.
2. {X } Evidence of organizational liability to limits required by center (school) guidelines.
3. {X } Documentation evidencing the center (school) shall be held harmless by the user for any liability that arises from use of facilities by the individual or group.

Application Evaluation

No application to use center (school) facilities shall be approved if the proposed activity would result in any of the following:

1. {X} Conflict with any center (school)-sponsored activity.
2. {X} Access to facilities closed due to renovations, maintenance, cleaning, the school calendar, or Joint Operating Committee action.
3. {X} Access to facilities containing equipment or furnishings which would be detrimental to the operation of a center (school) program if damaged or operated by an unqualified operator.
4. {X} The proposed use would prevent or encumber center (school) personnel from preparing facilities for their primary purpose, because of the nature or duration of the activity.
5. {} Individual or community group uses facilities in excess of five (5) times during any calendar year for the same purpose. This limitation shall not apply to individual athletic contests for children or adults that are part of an overall athletic season schedule, **when** the use is approved by the Joint Operating Committee.

Limitations

When individuals and community groups receive written permission to use center (school) facilities under this policy, such use shall be conditioned upon strict compliance with the following:

1. {X} Individuals shall not use, access or enter upon any portions of the facilities or their contents not specified in the approved written request form.
2. {X} Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
3. {} All activities must begin after 5:00 p.m.
4. {X} All activities must terminate and all individuals and community group members must exit the premises by 9:30-_____ p.m.
5. {X} When advertising or promoting activities held at facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the center (school).
6. {X} Center (School) equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the center (school).

Prohibited Activities

The following activities are strictly prohibited in center (school) facilities when individuals and community groups are granted written permission to use said facilities: [\[3\]](#)

1. Possession, use or distribution of **controlled substances prohibited by state or federal law.**
2. Possession of weapons.
3. Conduct that would alter, damage or be injurious to any center (school) property, equipment or furnishings.
4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
5. Use of tobacco **and vaping** products, **including the product marketed as Juul and other e-cigarettes, as defined in the law.** [\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)
{ } , except as expressly permitted in designated areas which must be located at least fifty (50) feet from center (school) buildings, stadiums and bleachers.
Products 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 are permitted, as long as the product is not inhaled.
6. **Medical marijuana products as prohibited by federal law.**
7. **{X} Possession, use or distribution of alcoholic beverages.**
8. {X-} Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Joint Operating Committee or administration. [\[8\]](#)[\[9\]](#)

Violations

The center (school) reserves the right to remove from center (school) premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures. [\[3\]](#)

In the event an individual or community group violates this policy or the terms under which permission was granted to use center (school) facilities, that individual or community group forfeits the right to submit future written requests to use center (school) property, unless otherwise decided by the Joint Operating Committee.

Fee Schedule

Use of center (school) facilities for activities directly related to the educational program and center (school) operations shall be without cost to users.

{X} except that the user shall be responsible for extra custodial fees.

NOTES:

SC 777 Defacing, damaging school property

Watch for discriminatory language, i.e., not allowing Boy Scouts to use but allowing other nonschool groups.

Legal	1. 24 P.S. 1850.1
	2. 24 P.S. 775
	3. 24 P.S. 511
	4. 18 Pa. C.S.A. 6306.1
	5. 20 U.S.C. 7972
	6. 20 U.S.C. 7973
	7. Pol. 904
	8. 10 P.S. 328.101 et seq
	9. 61 PA Code 901.701
	24 P.S. 779
	20 U.S.C. 7905
	20 U.S.C. 7971 et seq
	61 PA Code 901.1

Book	Policy Manual
Section	700 Property
Title	Lending of Equipment and Books
Code	708
Status	First Reading
Last Revised	January 29, 2020
Last Reviewed	January 25, 2021

Purpose

The Joint Operating Committee directs that equipment owned **by the** school **normally** shall not be loaned for nonschool use off school property. If equipment is required for use by those granted permission to use school facilities, it may be loaned in accordance with **Joint Operating Committee** policy.^{[1][2][3]}

Delegation of Responsibility

-IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section which should be used to ensure the correct administrator is named. The original CTC policy stated this was the Director. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting the building administrator, but this is a local decision.

Use of specific items of equipment, when unobtainable elsewhere, may be granted on the written request of the intended user and approval by the

{ X } Director or Principal.

{ } **Joint Operating Committee Secretary.**

{ } **Business Manager.**

{ } **supervisor.**

{ } **building administrator.**

-IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section. It should be determined if this language is still in accordance with CTC practice or wishes. **If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language.**

{ X } School equipment may be removed from school property by students or staff members only when such equipment is necessary to accomplish tasks **relevant to their education** or job responsibilities. Prior approval of the

{ } **building administrator**

{ x } Director or Principal

is required for such removal **and use.**

Guidelines

The user of school owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use and shall be responsible for its safe return.

When equipment authorized for **lending** requires the services of an operator, the user shall employ the person designated by the school and shall pay **the stated cost of services.**

Removal of school equipment from school property for personal use by staff or students is prohibited.

School books may be used by students during vacations when permission is granted by the building administrator.^[4]

Legal	1. 24 P.S. 801
	2. 24 P.S. 1850.1
	3. Pol. 707
	4. 24 P.S. 804

Book	Policy Manual
Section	700 Property
Title	Building Security
Code	709
Status	First Reading
Last Reviewed	January 25, 2021

Purpose

The **Joint** Operating Committee recognizes the need to maintain security of school facilities for reasons of **safety**, vandalism and theft.

Delegation of Responsibility

Building security shall be **coordinated** by the **School Safety and Security Coordinator**, with the cooperation of **school administrators and staff**.
[1][2]

The Director **or designee** shall **develop administrative regulations designating** who **may** be **authorized** to **access school** building(s), **the designated level of access** and who may have after-hours access to school facilities.

Guidelines

After the start of the school day, access to school buildings shall be limited to one (1) entrance that is monitored and capable of controlling visitor entry. All other entrances shall be locked, and designated school staff shall follow established Joint Operating Committee policy and procedures for entry of school visitors and other authorized individuals into school buildings.[3]

Legal	1. Pol. 805
	2. Pol. 805.2
	3. Pol. 907
	24 P.S. 1850.1
	Pol. 705

Book	Policy Manual
Section	700 Property
Title	Use of Facilities by Staff
Code	710
Status	Second Reading
Last Reviewed	January 25, 2021

Authority

The Joint Operating Committee establishes that school **equipment and** facilities may not be used by **school** staff for personal reasons, **either on or off school property**, without explicit authorization or administrative permission.

-IMPORTANT NOTE: There is language preceded by brackets in the Authority section which should be revised to reflect the CTC's practices. The original JOC policy stated employees could use school property and equipment once approved. However, this policy was last reviewed in 1996 and may no longer reflect CTC practice. Please determine which option(s) are in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option(s).**

{ X } **Personal use of** school equipment by **an** employee **shall not be used for** work which will result in **a monetary** profit to the employee.

Guidelines

School facilities and equipment **are available for staff use only if:**

1. **Such use is in accordance with applicable collective bargaining agreements;**
2. **Such use is clearly within the authorization granted in Joint Operating Committee policy;**
3. **Prior approval has been granted by resolution of the Joint Operating Committee, such as a school-assigned vehicle; or**
4. **Temporary** approval **has been granted** by the **building administrator**.

Legal	24 P.S. 1850.1
	Pol. 707
	Pol. 708

Book	Policy Manual
Section	700 Property
Title	Use of School Vehicles by Staff
Code	712 - Recommended to Retire
Status	From PSBA

-The original CTC policy, 712, Use of School Vehicles by Staff, has not been included in the draft policy manual. This language is procedural, not recommended for policy, and might be better retained as an administrative regulation. The original policy was also last reviewed in 2008, and may no longer be in accordance with CTC practices. It is recommended the JOC vote to retire policy 712 and possibly institute the guidelines as an administrative regulation.

-Note: The original policy attachment may also be better suited for an administrative regulation.

Book	Policy Manual
Section	700 Property
Title	Faxing of Documents
Code	715 - Recommended to Retire
Status	From PSBA

-The original CTC policy, 715, Faxing of Documents, has not been included in the draft policy manual. Draft polices are broadly drafted in an attempt to account for changes in technology. The original CTC policy is very specific to a limited range of technology that is becoming less common and being replaced by other forms of technology. Policy 815, Acceptable Use of Internet, Computers and Network Resources, will address security and confidentiality for electronic communications. If this policy is determined to still be necessary, it might be better suited for administrative regulations. It is recommended the JOC vote to retire policy 715.

Book	Policy Manual
Section	700 Property
Title	Service Animals in Schools
Code	718 - New
Status	First Reading
Last Revised	February 11, 2021

Purpose

The Joint Operating Committee adopts this policy to ensure that individuals with disabilities are permitted to participate in and benefit from school programs, activities and services, and to ensure that the school does not discriminate on the basis of disability.

Definition

Service animal means any dog individually trained to do work or perform tasks for the benefit of an individual with a disability.^[1]

~~Miniature horses may be utilized as service animals if:~~^[2]

- ~~1. The miniature horse is individually trained to do work or perform tasks for the benefit of an individual with a disability.~~
- ~~2. The facility can accommodate the type, size and weight of the miniature horse.~~
- ~~3. The presence of the miniature horse does not compromise the safe operation of the facility.~~

The work or tasks performed by a service animal shall be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.^[1]

The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purpose of this definition.^[1]

Authority

The Joint Operating Committee shall permit individuals with disabilities to use service animals in school buildings; on school property; and on vehicles that are owned, leased or controlled by the school, in accordance with this policy and applicable state and federal laws and regulations.^{[3][4][5][6]}

Guidelines

Admission of Service Animals to Schools

A student or an employee with a disability may submit a request to bring a service animal to school for educational or employment purposes. A student or employee seeking to bring a service animal to school must comply with the requirements as set forth in this policy and any administrative regulations governing this issue.

Parents/Guardians of students with disabilities may submit a request to the building administrator for their student to bring a service animal to school. The building administrator shall forward the request to the appropriate Section 504 or IEP team. The team shall gather the necessary information and evaluate the request to bring a service animal to school. Any service animal accompanying a student with a disability to school or school activities shall be handled and cared for in a manner detailed in the student's IEP or Section 504 Service Agreement.^{[7][8]}

Before a service animal shall be allowed in a school building, or on school property or vehicles, the school shall request the following documentation from the owner or handler of the animal:^[6]

1. **Verification of the need for a service animal.**^[2]
2. **Description of the function(s) the service animal is trained to perform in relation to the individual's disability.**^[2]
3. **Proof of current vaccinations and immunizations of the service animal.**^[9]

Admission of Service Animals to Public Events

Individuals with disabilities may be accompanied by their service animals while on school property for events that are open to the general public. This right of access does not extend to the schools generally or to other activities that are not open to the general public.^[2]

School administrators may inquire of the owner or handler of an animal whether the animal is required because of a disability and the specific tasks that the animal has been trained to perform, but shall not ask questions about an individual's disability.^{[3][2][10]}

The school shall not require an owner or handler of a service animal to pay an extra charge for the animal to attend events for which a fee is charged.^[2]

Delegation of Responsibility

The Director or designee shall develop and disseminate administrative regulations to implement Joint Operating Committee policy and accommodate individuals with disabilities requesting use of a service animal in school buildings and on school property and vehicles.

The designated administrator shall ensure that all individuals involved in a situation where a service animal will regularly accompany an individual in school buildings or on school property or vehicles are informed of the Joint Operating Committee policy and administrative regulations governing this issue. Involved individuals can include administrators, appropriate employees, student and parent/guardian.

The owner or handler of a service animal shall be solely responsible for:

1. **Supervision and care of the animal, including any feeding, exercising, clean up and stain removal.**^[2]
2. **Control of the animal at all times through the use of a harness, leash, tether or by other effective means.**
3. **Damages to school buildings, property and vehicles caused by the animal.**
4. **Injuries to students, employees, volunteers and visitors caused by the animal.**
5. **Annual submission of documentation of vaccinations and immunizations.**

The building administrator shall receive and forward to the Director or designee each completed request by an individual with a disability to be accompanied by a service animal. The Director or designee shall respond to the request.

School administrators may exclude a service animal from school buildings, property and vehicles under the following circumstances:

1. **Presence of the animal poses a direct threat to the health and safety of others.**
2. **Owner or handler is unable to control the animal.**
3. **Animal is not housebroken.**
4. **Presence of the animal would require a fundamental alteration to the program.**

Any individual with a service animal who is aggrieved by a decision to exclude, limit or remove a service animal may appeal that decision in accordance with applicable Joint Operating Committee policy. The appeal must be in writing and provide detailed information regarding the basis of the appeal.^[7]^[11]^[12]

Legal	1. 28 CFR 35.104
	2. 28 CFR 35.136
	3. 43 P.S. 953
	4. 29 U.S.C. 794
	5. 42 U.S.C. 12101 et seq
	6. 28 CFR 35.130
	7. Pol. 103.1
	8. Pol. 113
	9. 3 P.S. 455.1 et seq
	10. Pol. 904
	11. Pol. 104
	12. Pol. 906
	28 CFR Part 35
	29 CFR Part 1630
	45 CFR Part 80 App B
	Pol. 103
	Pol. 707

Book	Policy Manual
Section	800 Operations
Title	800 Operations - Retire New Version
Code	Cross Reference
Status	Administrative Review
Last Reviewed	January 22, 2021

Erie County Technical School

KEY:

Numbers - existing district policy		
CQ - Checklist and Questionnaire		

900 COMMUNITY

POLICY	RESOURCES	NEW LANGUAGE	DELETIONS/NOTES
808 Food Services	808, CQ	-Language has been added to the 'Delegation of Responsibility' section of the draft policy in order to clarify the responsibilities of the Director and "individual responsible for the operation and supervision of the food service program" in accordance with the applicable laws and regulations. -Language has been added to the 'Guidelines' section of the draft policy regarding the standards of the food served in the cafeteria as a recommendation from the PSBA policy guide. -The 'Procurement', 'Accommodating Students With Special Dietary Needs', 'School Food Safety Inspections', 'School Food Safety Program' and 'Professional Standards for Food Service Personnel' subsections have been added to the draft policy in accordance with the applicable laws and regulations. -The 'School Meal Accounts' subsection has been included in the draft policy as a recommendation from the PSBA policy guide.	-The "Operating Committee" has been renamed in the draft policy as the "Joint Operating Committee", in accordance with the term used on the school website, which is more up-to-date than the original school policies. -The 'Purpose' section has been replaced with the language of the PSBA policy guide for clarity. -The 'Authority' section has been revised in order to add more informational content to the draft policy. The new language included now addresses the state and laws governing the draft policy, a nondiscrimination statement, food prices, and nonprogram foods. -Language in the 'Guidelines' section regarding surplus accounts has not been included in the draft policy as the District has indicated on their Checklist and Questionnaire that they have recently contracted for Food Services. -The 'Free/Reduced Meals' subsection of the original policy has not been included in the draft policy, as the language was very procedural, not recommended for policy, and would be better suited for an administrative regulation. The subsection 'Free/Reduced-Price Meals and Free Milk' has been included from the PSBA policy guide in accordance with the applicable laws and regulations.
823 Naloxone - New		-New policy: This policy is recommended by PSBA for the protection of the district from potential legal challenges and/or a loss of funding.	-Note: Language pertaining to the administration of Naloxone by volunteers is not included in draft policy. If it is decided by the Board that volunteers are permitted to administer Naloxone, after they have received the required training, please notify writer for additional language to cover this set of circumstances.

Book	Policy Manual
Section	800 Operations
Title	800 Operations
Code	Cross Reference
Status	First Reading
Last Reviewed	January 22, 2021

Erie County Technical School

KEY:

Numbers - existing JOC policy	CQ - Checklist and Questionnaire	Mins - JOC minutes
AOA - ECTS Resolution Amending Restated Articles of Agreement for Operation	Ft Hbk - Faculty Handbook	Web - school website
CMC - Classified Master Contract	St Hbk - Student Handbook	

800 OPERATIONS

POLICY	RESOURCES	NEW LANGUAGE	DELETIONS/NOTES
800 Records Management - New		- New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges and/or a loss of funding. This draft policy has been written in accordance with the School Code and other state laws and regulations. The draft policy has been written to address the establishment of a designated person at the school responsible for managing school records, and identify a committee to develop a Records Management Plan, which includes the retention schedule as part of the Plan. The draft policy also addresses language on the management of records in different formats (manual vs. electronic and email records).	- IMPORTANT NOTE: There is language preceded by brackets in the Records Coordinator section which should be used to ensure the correct administrator is named as the Records Coordinator. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting the Director, but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets in the list under the Records Coordinator section. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting "annually", but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets in the Records Management Committee section which should be used to ensure the correct administrators are included in the Records Management Committee. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting the Business Manager and JOC member(s), but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets in the Records Management Committee section which should be used to ensure the correct timeframes are selected. Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting "periodically", but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets in the Email Records section which should be used to ensure the correct timeframes are selected. Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting "as required by the Records Management Plan", but this is a local decision.
801 Public Records	801		-Minor clerical changes have been made to the draft policy. The original draft policy has not been reviewed since 2008. It is strongly recommended that the JOC review policy 801 for accuracy as part of the Policy Manual Review process. An additional copy of policy has not been included in draft section, as it is unnecessary.
803 School Calendar	803, Mins, Web	-An informational statement regarding the minimum days of instruction has been added to the Authority section. -Language regarding collaboration with sending school districts has been added to the Delegation of Responsibility section in accordance with PDE recommendation.	-Original policy language stating the Professional Advisory Council shall have a calendar prepared by March has not been retained in the draft policy as it no longer appears to be JOC practice based upon JOC minutes. Please review and revise in accordance with school practice. -Original policy language regarding attendance at the school on days the sending school district is not in session has been retained in the Guidelines section, but is from 1996. Please review and revise in accordance with school practice.
804 School Day	804	-Language regarding collaboration with sending school districts to determine daily sessions has been added to the Authority section in accordance with PDE recommendation. -Language regarding the Director informing the JOC of closings has been added to the Delegation of Responsibility section as a recommendation.	-Original policy language regarding the alterations of the regular school session has been revised and expanded upon in the Delegation of Responsibility section to provide more concrete detail.
805 Emergency Preparedness and		- New policy: This policy is recommended	

Response - New		by PSBA for the protection of the CTC from potential legal challenges, auditing purposes, and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This draft policy is meant to communicate the CTC's general operations surrounding emergency preparedness and response, including required emergency and security drills, school safety and security assessments, emergency planning, continuity of operations, and education and training. This draft policy has been written in accordance with the PA Public School Code, Act 44 of 2018, Act 18 of 2019, and recommendations of the Pennsylvania Emergency Management Agency (PEMA). Please Note: In accordance with these provisions, school employees are required to complete a minimum of three (3) hours of training every five (5) years on school safety and security, based on the needs of the school entity. Training must address any combination of one or more of the following areas: • Situational awareness. • Trauma-informed approaches. • Behavioral health awareness. • Suicide and bullying awareness. • Substance use awareness. • Emergency training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat. • Identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others. Note: this item and the requirements for threat assessment do not take effect until the 2021 school year, but has been included in the policy since it is one of several options for training to be held over the next five (5) years. New policy language also clarifies the requirements for fire drills, school security drills, bus evacuation drills and the emergency preparedness drill, in accordance with the provisions of law. Language was also added on the Safe2Say Something program and the requirements for development of procedures to assess and respond to reports received from the Safe2Say Something program. School entities who receive specific federal funding grants for readiness and emergency management may also have additional requirements for compliance with the National Incident Management System (NIMS). -IMPORTANT NOTE: PSBA's Safe2Say Something Procedures are attached to policy 805 for ease of use. Please save the attachment to your local computer or server, modify as necessary and save them. Safe2Say Something Procedures are mandated by 24 P.S. 1303-D. School entities may choose to use them as a stand-alone document, create them as a separate Joint Operating Committee policy, or make them an attachment to Policy 805, at the school entity's discretion.	
805 Emergency Evacuation - Recommended to Retire	805		-The original CTC policy, 805, Emergency Evacuation, has not been included in the draft policy manual as this language is very procedural, not recommended for policy, and might be better suited for administrative regulations. The original policy was also last reviewed in 1996, and may no longer be in accordance with CTC practices. It is recommended the JOC vote to retire policy 805.
805.1 Relations With Law Enforcement Agencies - New		-New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges, auditing purposes, and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This draft policy has been written in accordance with 24 PS 1303-A and other applicable laws and regulations. This draft policy is meant to provide the CTC with guidance in executing	

		and updating a memorandum of understanding and reporting incidents as required.	
805.2 School Security Personnel - New		-New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges, auditing purposes, and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This draft policy has been written in accordance with new PA Public School Code sections, Act 44 of 2018, Act 67 of 2019, and Act 91 of 2019. This draft policy is meant to provide the CTC with definitions, roles and responsibilities for the School Safety and Security Coordinator and school security personnel. Policy 805.2 addresses the school security personnel specifically defined and addressed in the PA Public School Code. 24 P.S. 13-1312-C of the PA Public School Code clarifies that the law does not preclude school entities from hiring other personnel for security purposes (i.e., hall monitors, crossing guards, etc.). School entities should consult with the school solicitor in determining the requirements and qualifications necessary for these types of personnel that are not specifically addressed in law and policy. It is critical that school entities work with their school security personnel and school solicitor to develop job descriptions and administrative regulations or procedures on use of force and owning and handling of firearms (if applicable) for school security personnel. -IMPORTANT NOTE: There is language on school security personnel preceded by brackets throughout the draft policy. Language on school security personnel is optional, as indicated by brackets { }, please select which language is applicable based on whether the CTC employs or contracts for school police officers or school security guards, and/or an agreement for a School Resource Officer (SRO). Please place an X in the appropriate brackets to indicate the desired options.	
806 Child Abuse	806, Ft Hbk		-The draft policy has been heavily revised in accordance with amendments made to the School Code, Chapter 10 of the state regulations, the Child Protective Services Law, Act 15 of 2015, the Trafficking Victims Protection Act, and ESSA, which: • Eliminates the separate student abuse standards • Expands the definition of child abuse to include sex trafficking and other behaviors/actions • Expands the list of enumerated mandated reporters (policy now covers independent contractors and volunteers as well as employees) • Broadens the basis to report suspected child abuse • Changes the procedures for reporting suspected abuse • Enhances background check requirements • Extended the time period to obtain new certifications (previously called "clearances") to sixty (60) months • Expands the training requirements of employees and contractors • Requires the school entity to display of a poster containing reporting resources • Prohibit certain actions by school employees who are aware of misconduct -The definitions of the terms; "subject of the report", "founded report", "founded report for school employee", "indicated report", "indicated report for school employee", "applicant" have not been included in the draft policy as these terms are no longer used in the revised draft policy. The term "county agency" has also not been included.
807 Opening Exercises/Flag Displays	807	-Language regarding the display of the United States flag has been added to in the Authority section in accordance with 24 PS 771. -The National Anthem has been added to the draft policy, as 24 PS 771 indicates that this can be recited instead of, or in combination with, the Pledge of Allegiance. -The fourth paragraph regarding silent prayer or meditation has been added to the Authority section as a recommendation.	-The original CTC policy regarding the provision of a written notice to parents/guardians when a student refuses to salute the flag has not been included in the draft policy. Although this language is derived from law, this language is not recommended. Should the CTC wish to add such language to the draft policy, it should first be reviewed with a Solicitor.

808 Food Services - Recommended to Retire	808, CQ, Mins, Web		-The original CTC policy, 808, Food Services, has not been included in the draft policy manual. If a school entity operates any sort of food services (breakfast, lunch, summer food program), a food services policy is required. If they do not, a food services policy is unnecessary. According to CTC resources, and confirmed by CTC staff, ECTS no longer operates food services. It is recommended the JOC vote to retire policy 808.
808.1 Student Meal Charge Accounts - Recommended to Retire	808.1		-The original CTC policy, 808.1, Student Meal Charge Accounts, has not been included in the draft policy manual. According to CTC resources, and confirmed by CTC staff, ECTS no longer operates food services. It is recommended the JOC vote to retire policy 808.1.
810 Transportation	810, AOA, CQ, Web		-The original CTC policy language has been replaced with PSBA's recommended policy guide. The original policy language referred back to the Articles of Agreement. However, no language regarding transportation was present in the AOA provided. The draft policy language has been written in accordance with the applicable laws and regulations, including Title 22 requirements. The new language has been written to broadly address the CTC's basic transportation program requirements. The terms 'school bus' and 'school vehicle' have been defined in the draft policy as stated in the School Vehicle Code, and the policy reflects transportation requirements regarding distance boundaries, charter school students, homeless students and children in foster care. The school is mandated by state or federal law or regulation to maintain a policy regarding this topic. - IMPORTANT NOTE: There is language options preceded by brackets in the Authority section. These options indicate CTC's and sending district's transportation requirements. Please determine which option is in accordance with CTC practice or wishes. Please place an X in the appropriate brackets to indicate the desired option.
810.1 School Bus Drivers and School Commercial Motor Vehicle Drivers - New		-New policy: Policy 810.1, School Bus Drivers and School Commercial Motor Vehicle Drivers, is required if the school entity hires bus drivers/commercial motor vehicle drivers or a combination of school-hired bus drivers and contracted bus drivers. Commercial motor vehicles are defined in the draft policy as they are defined in law. Please refer to this definition when determining if the draft policy is applicable to the school entity. This draft policy has been written in accordance with the applicable laws and regulations. Contracted bus drivers are actually addressed through Policy 818, Contracted Services Personnel. Even if the CTC contracts for or does not provide transportation via school buses, Policy 810.1 is being provided in case the CTC employs commercial motor vehicle drivers; please consult the school solicitor and remove draft if necessary.	- IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section which should be used to ensure the correct administrator is named as the contact person. Please determine which option is in accordance with CTC <u>practice or wishes</u> . Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting the Director, but this is a local decision. - IMPORTANT NOTE: There is language preceded by brackets which would insert the contract carrier in the Reporting Requirements section. It should be determined if these options are in accordance with CTC <u>practice or wishes</u> . If this language is desired, please be sure to place an X in the brackets to indicate this language should be included. If this language is not desired, please strike or delete this language.
810.2 Transportation - Video/Audio Recording - New		-New Policy: Policy 810.2 is required only if the JOC authorizes audio recording on school buses and vehicles. This policy has been drafted to clearly define the CTC's authority to use video and audio recordings on CTC buses and CTC vehicles in accordance with state law, and the CTC's responsibility to provide notice on the use of video and audio recording equipment.	
810.3 School Vehicle Drivers - New		-New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges and/or a loss of funding. This policy represents issues that may be driven by law or regulation. This draft policy has been developed to apply only to non-CDL drivers who operate a school vehicle, and addresses traffic safety and the operation of a school vehicle including texting and use of an electronic device, employment requirements for background checks and employment history reviews, reporting requirements, controlled substances and alcohol, prohibited conduct, maintenance of records and training.	- IMPORTANT NOTE: There is language preceded by brackets which would insert the contract carrier in the Reporting Requirements section. It should be determined if these options are in accordance with CTC <u>practice or wishes</u> . If this language is desired, please be sure to place an X in the brackets to indicate this language should be included. If this language is not desired, please strike or delete this language. - IMPORTANT NOTE: There is optional language for school entities to choose which types of drug and alcohol testing they conduct preceded by brackets in the Controlled Substances and Alcohol section. It should be determined if these options are in accordance with CTC practice or wishes. If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language.
811 Bonding	811	-Clarifying language regarding bonds has been added to the Authority section in accordance with law and regulation.	

812 Property Insurance	812	-The second paragraph regarding the factors considered in the placement of insurance has been added to the Authority section in order to better describe the process. Please review and revise as necessary. -IMPORTANT NOTE: There is new language regarding the appointment of an administrator who shall be responsible for these insurance needs preceded by brackets in the Authority section. Please determine which option is in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option. PSBA recommends selecting the "an insurance advisor, who may be the Agent of Record", but this is a local decision. This choice must be consistent between policies 812 and 813.	-Original policy language regarding consultant review of school entity insurance policies has not been included in the draft policy as this language is procedural, not recommended for policy, and might be better suited for administrative regulations if it is still accurate.
813 Other Insurance	813	-IMPORTANT NOTE: There is new language regarding the appointment of an administrator who shall be responsible for these insurance needs preceded by brackets in the Authority section. Please determine which option is in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option. PSBA recommends selecting the "an insurance advisor, who may be the Agent of Record", but this is a local decision. This choice must be consistent between policies 812 and 813.	-Specific types of insurance coverage have not been retained in the draft policy. This coverage is usually identified in employment contracts, handbooks, compensation plans and bargaining agreements, which can change often and for this reason such language is not recommended for JOC policy. The original CTC policy was also last revised in 1996, and may no longer be in accordance with JOC practice. It has been replaced with the second and third paragraphs in the Authority section specifying insurance shall be offered in accordance with these factors in order to better describe the process. Please review and revise as necessary.
814 Copyright Material	814	-The third paragraph regarding student instruction has been added to the Delegation of Responsibility section as a recommendation from the PSBA policy guide.	-The original CTC policy Permitted Copies, Prohibited Copies, Off-Air Recordings, and Computer Software sections have not been included in the draft policy as this language may be out of date, is procedural, not recommended for policy, and might be better suited for administrative regulations or teacher handbooks.
815 Acceptable Use of Internet, Computers and Network Resources	815, Ft Hbk, St Hbk	-The Definitions section has been added to the draft policy in order to clarify terms used in the draft policy in accordance with state and federal law. The definitions section has been drafted by PSBA legal staff and is <i>highly</i> recommended. -Language regarding use expectations, ISP cooperation, reporting, and inappropriate materials has been added to the Authority section as a recommendation. -The JOC is granted the right to determine what sort of content is specifically inappropriate to minors by 47 USC 254; this list should be included in the adopted policy. Such a list has been added to the Authority section, please review and revise as necessary. IMPORTANT NOTE: There is a space in this list to add additional items as the CTC wishes. -Language regarding Internet blocking/filtering software has been expanded upon in the Authority section in accordance with provisions of the Children's Internet Protection Act (CIPA). -The second paragraph regarding policy notification has been added to the Delegation of Responsibility section in accordance with requirements of 24 PS 4604. -More items have been added to the Delegation of Responsibility section in order to clarify the administrative duties related to the draft policy as recommended by the PSBA policy guide. -A list of internet safety measures has been added to the Safety section in accordance with 47 CFR 54.520. -An extensive list of prohibited actions/uses has been added to the Prohibitions section. Prohibitions may be related to law or regulation, be supported to other CTC policy, and/or PSBA recommendation. -The School Website section has been added to the draft policy in response to recent court cases, is optional. Please review and revise as necessary. -The last paragraph regarding discipline has expanded upon in the Consequences for Inappropriate Use subsection in accordance with PSBA recommendation.	IMPORTANT NOTE: The draft policy and user agreements should be discussed with the CTC's technology director and solicitor to ensure it accurately reflects the CTC's practices and informs users about the CTC's systems. -Original policy language regarding the "Student Computer/Network/Internet Usage Guidelines and Adult Use of Networked Resources Policy" has been replaced with recommended language about the draft policy and user agreements in the Delegation of Responsibility section. The Student Computer/Network/Internet Usage Guidelines may need to be revised if/when the draft policy is approved by the JOC. Please note, the Adult Use of Networked Resources Policy could not be located in the CTC resources.
815.1 Third Party Remote Access -			-The original CTC policy, 815.1, Third Party Remote Access,

Recommended to Retire			has not been included in the draft policy manual. It is unclear which third parties and what sort of connections are being referred to in policy. This language is also a bit procedural, not recommended for policy, and might be better retained as an administrative regulation or other guideline. The original policy was also last reviewed in 2010, and may no longer be in accordance with CTC practices. A draft of said policy can be created in the web-based system for consideration or JOC review at request. It is recommended the JOC vote to retire policy 815.1.
818 Contracted Services Personnel	818, CMC	-The Definitions section has been added to the draft policy in order to clarify terms used in the draft policy. -The Pre-Employment Requirements section has been added to the draft policy in accordance with the applicable laws and regulations. -The Arrest and Conviction Reporting Requirements section has been added to the draft policy in accordance with the applicable laws and regulations. -IMPORTANT NOTE: There is language regarding contracted transportation providers preceded by brackets in the Arrest and Conviction Reporting Requirements section. It should be determined if this option is in accordance with CTC <u>practice or wishes</u>. If this language is desired, please be sure to place an X in the brackets to indicate this language should be included. If this language is not desired, please strike or delete this language. -The Educator Misconduct section has been added to the draft policy in accordance with 24 PS 2070.9a. -The Training section has been added to the draft policy in accordance with the School Code. -The Child Abuse Reporting section has been added to the draft policy in accordance with 23 PA CSA 6311. -The Confidentiality section has been added to the draft policy in consideration of other CTC policies relating to student records.	-This draft policy has been significantly revised to outline contractor requirements and the manner in which the CTC directs and monitors contractor compliance in accordance with revisions made to the Child Protective Services Law (CPSL). -Language from the original CTC policy regarding the requirements for contractors was outdated, and has been replaced or expanded upon in the Guidelines section from the PSBA policy guide, which addresses employment history reviews, reporting of arrests and convictions, training for the employees of independent contractors, and consequences for the failure of contractors to comply in accordance with the Child Protective Services Law (CPSL) and 24 PS 111.
819 Suicide Awareness, Prevention and Response - New		-New Policy: The school is mandated by state or federal law or regulation to maintain a policy regarding this topic. This draft policy has been drafted in accordance with the most current research and recommended practices developed in partnership with the Penn State Medical Group, The Pennsylvania Bureau of Children's Behavioral Health, and Allegheny County Student Assistance Program Western Psychiatric Institute and Clinic of UPMC. Section 1526 of the Pennsylvania School Code requires each school entity to adopt a youth suicide awareness and prevention policy, inform each school employee and the parent or legal guardian of each student of the policy, and post the policy on the school entity's website.	IMPORTANT NOTE: There is language preceded by brackets in the list in the Protocols for Administration of Student Education section. It should be determined if these options are in accordance with CTC <u>practice or wishes</u>. If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language. PSBA <i>recommends</i> the first two items, but this is a local decision. IMPORTANT NOTE: There is language preceded by brackets in the Referral Procedures section. Please determine which option is in accordance with CTC <u>practice or wishes</u>. Please place an X in the appropriate brackets to indicate the desired option. PSBA <i>recommends</i> selecting the "school behavioral health professional" but this is a local decision. The delegated employee could be any in this list, as long as they are receiving additional training.
822 Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)	822	-The first paragraph regarding a person certified to administer CPR has been added to the Authority section in accordance with 24 PS 1424.	-The Location and Protocol sections from the original policy have not been included in the draft policy as this language is procedural, not recommended for policy, and might be better suited for administrative regulations. Very general language regarding the maintenance of units and the establishment of procedures and administrative regulations for the use of AED's has been added to the draft policy in lieu of this language.
824 Maintaining Professional Adult/Student Boundaries - New		-New Policy: This policy is recommended by PSBA to clarify authority and communicate current school operations. This draft policy has been developed in response to increased incidents of inappropriate adult-student relationships arising in school settings. The policy includes prohibited conduct related to: romantic or sexual relationships, social interactions, and electronic communications. The prohibited conduct includes a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that can lead to more egregious misconduct. The policy includes a process for individuals to report inappropriate or suspicious conduct,	

		and provisions related to investigations, discipline and training.	
827 Conflict of Interest - New		- New Policy: The school is mandated by state or federal law or regulation to maintain a policy regarding this topic. This draft policy has been written in accordance with both the State Ethics Act and federal Uniform Grant Guidance requirements. The most recent revisions made to Policy Guide 827 specify that: (1) conflicts of interest publicly disclosed by JOC members or employees resulting in abstention from voting under the Ethics Act must be followed up with a written statement attached to the JOC meeting minutes and; (2) based on provisions of the Uniform Grant Guidance, clarify that when a potential conflict of interest is reported or exists, the Director or designee must report it in writing to the federal awarding agency or pass-through entity, such as The Pennsylvania Department of Education, Division of Federal Programs, in accordance with the federal awarding agency's policy.	
828 Fraud - New		- New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges and/or a loss of funding. This draft policy has been written in accordance with the applicable laws and regulations in order to offer the CTC with guidance for reporting and investigating reports of fraud.	
830 Breach of Computerized Personal Information - New		- New policy: This policy is recommended by PSBA for the protection of the CTC from potential legal challenges and/or a loss of funding. This draft policy has been written in accordance with the applicable laws and regulations in order to offer the CTC with guidance for reporting any system security breaches.	

Book	Policy Manual
Section	800 Operations
Title	Records Management
Code	800 - New
Status	First Reading
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Purpose

The Joint Operating Committee recognizes the importance of establishing and maintaining a Records Management Plan that defines staff responsibilities and complies with federal and state laws and regulations.

Authority

The Joint Operating Committee shall retain, as a permanent record of the school, Joint Operating Committee minutes, annual auditor's reports and annual financial reports. All other financial records, including financial account books, orders, bills, contracts, invoices, receipts and purchase orders, shall be retained by the school for a period of not less than six (6) years.^{[1][2]}

All other records of the school shall be retained in accordance with state and federal law and regulations and the Records Management Plan approved by the Joint Operating Committee.

The school shall make a good faith effort to comply with all proper requests for record production. Selective destruction of records in anticipation of litigation is forbidden.^{[3][4]}

Definitions

Electronic Mail (Email) System - a system that enables users to compose, transmit, receive and manage text and/or graphic electronic messages and images across local area networks and through gateways connecting other networks. This information consists primarily of messages but may include attachments such as calendars, directories, distribution lists, word processing documents, spreadsheets, and other electronic documents.

Litigation Hold - a communication ordering that all records and data relating to an issue being addressed by current or potential litigation or investigation be preserved for possible production during the litigation or investigation.

Records - information, regardless of physical form or characteristics, that documents a transaction or activity of the school and that is created, received or retained pursuant to law or in connection with a transaction, business or activity of the school. The term includes a document, paper, letter, map, book, tape, photograph, film or sound recording, information stored or maintained electronically and a data-processed or image-processed document.^[5]

Records Management Plan - the system implemented by the school for the retention, retrieval, and disposition of all records generated by the school's operations.

Records Retention Schedule - a comprehensive listing stating retention periods and proper disposition of records.

Delegation of Responsibility

Records Coordinator

-IMPORTANT NOTE: There is language preceded by brackets in the Records Coordinator section which should be used to ensure the correct administrator is named as the Records Coordinator. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting the Director, but this is a local decision.

In order to maintain a Records Management Plan that complies with federal and state laws and regulations and Joint Operating Committee policy, the Joint Operating Committee designates the

~~{X}~~ Director

~~{X}~~ Assistant Director Administrative Services/HR Coordinator

{ } Joint Operating Committee Secretary

~~{X}~~ Business Manager

as the school's Records Coordinator who shall serve as the chairperson of the Records Management Committee.

-IMPORTANT NOTE: There is language preceded by brackets in the list under the Records Coordinator section. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting "annually", but this is a local decision.

The Records Coordinator shall be responsible to:

- 1. Ensure that training appropriate to the user's position and level of responsibility is provided. Such training may include:**

- a. **Operation, care and handling of the equipment and software.**
 - b. **Requirements of the Records Retention Schedule.**
 - c. **Protocols for preserving and categorizing records of the school.**
 - d. **Procedures and responsibilities of staff in the event of a litigation hold.**
 - e. **Identification of what is and what is not a record.**
 - f. **Disposal of records.**
2. **Review the Records Management Plan periodically to ensure that record descriptions and retention periods are updated as necessary.**
 3. **Identify, when the retention period expires, the specific records to be disposed of and ensure that all identified records are properly disposed of**
 - ☐ monthly.
 - ☐ quarterly.
 - ☒ annually.
 - ☐ at regular intervals of _____.

Records Management Committee

-IMPORTANT NOTE: There is language preceded by brackets in the Records Management Committee section which should be used to ensure the correct administrators are included in the Records Management Committee. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting the Business Manager and JOC member(s), but this is a local decision.

A committee responsible for the development and recommendation of the school's Records Management Plan shall be established by the Joint Operating Committee. The Records Management Committee shall give primary consideration to the most efficient and economical means of implementing the recommended Plan. Members of the Committee shall include the:

1. **Open Records Officer.**[6]
2. **Director.**
3. **Joint Operating Committee Secretary.**[7]
4. **Solicitor.**
5. **Information Technology Director or designee.**
6. ☐ **Business Manager.**
7. ☒ ~~**Assistant Director.**~~ Administrative Services/HR Coordinator
8. ☒ ~~**Joint Operating Committee member(s).**~~
9. ☐ **Outside consultant(s).**
10. ☐ **Other {_____}.**

-IMPORTANT NOTE: There is language preceded by brackets in the Records Management Committee section which should be used to ensure the correct timeframes are selected. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting "periodically", but this is a local decision.

The Records Management Committee shall meet

- ☐ annually
- ☒ periodically

to evaluate the effectiveness and implementation of the Records Management Plan and recommend changes as needed.

Guidelines

Records Management Plan

The Records Management Plan shall be the principal means for the retention, retrieval, and disposition of manual and electronic records, including emails. The Plan shall not rely primarily on backup systems to manage the retention and disposition of records.

The Records Management Plan shall include:

1. **Comprehensive listing of records and data of the school.**
2. **Criteria to distinguish records of the school from the supplemental personal records of individual employees.**[8][9]
3. **System(s) of records storage and retrieval to be used, including in what form the records will be stored, maintained, reproduced, and disposed.**

4. **Preservation measures to protect the integrity of records and data.**
5. **Data map or flow chart detailing the sources, routes, and destinations of electronic records.**
6. **Procedures and employee designated for determining whether an item is a record.**
7. **Procedures for adding, revising or deleting records and data, and any other details necessary to implement the Records Management Plan.**
8. **Records Retention Schedule.**
9. **Provisions for the storage and retrieval of records in the event of an emergency or disaster.**
10. **Staff positions authorized to access the school's records.**
11. **Procedures to be implemented in the event of a litigation hold that immediately suspends disposition of all records relevant to the current or potential claim. Such procedures shall specify:**
 - a. **Who can initiate a litigation hold.**
 - b. **How and to whom a litigation hold is communicated.**
 - c. **Who will determine which records are subject to the litigation hold.**
 - d. **Who will be responsible for collecting and preserving such records and data.**
 - e. **Who will be responsible for monitoring and ensuring the school's compliance with the litigation hold.**
 - f. **In what format the records will be collected.**

When possible, records and data shall be stored in their original form, including metadata, such as creation date, author, type of file, etc.

For any record not covered by the Records Retention Schedule, the Records Management Committee shall determine how long the record shall be kept and recommend any necessary revisions to the retention schedule.

The school shall maintain and dispose of records in a manner that protects any sensitive, proprietary or confidential information or individual privacy rights, and helps conserve natural resources.

Manual Records

Manual records, which include all records not stored electronically, shall be retained and disposed of in accordance with the Records Management Plan.

Manual records shall be indexed in an organized and consistent manner, reflecting the way the records will be retained and referenced for later retrieval.

The school shall develop and maintain adequate and up-to-date documentation about each manual record system. Documentation may:

1. **List system title and responsible employee(s) or office.**
2. **Define the contents of the system, including record formats.**
3. **Identify vital records and information.**
4. **Determine restrictions on access and use.**

Electronic Records

Electronic records shall be retained and disposed of in the same manner as records in other formats and in accordance with the Records Management Plan.

Electronic records shall be indexed in an organized and consistent manner, reflecting the way the records will be retained and referenced for later retrieval.

The school shall develop and maintain adequate and up-to-date documentation about each electronic record system. Documentation may:

1. **List system title and responsible employee(s) or office.**
2. **Specify all technical characteristics necessary for reading or processing the records stored on the system.**
3. **Identify all defined inputs and outputs of the system.**
4. **Define the contents of the system, including records formats and database tables.**
5. **Identify vital records and information.**
6. **Determine restrictions on access and use.**
7. **Describe update cycles or conditions.**

Email Records

Email messages, in and of themselves, do not constitute records. Retention and disposition of email messages depend on the function and content of the individual message.

Records on an email system, including messages and attachments, shall be retained and disposed of in accordance with the Records Management Plan.

-IMPORTANT NOTE: There is language preceded by brackets in the Email Records section which should be used to ensure the correct timeframes are selected. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting "as required by the Records Management Plan", but this is a local decision.

Email messages and attachments that do not meet the definition of records shall be deleted

{ } immediately.

{ } every week.

{ } every ten (10) days.

{ X} as required by the Records Management Plan.

Email records may be maintained as an electronic record or be printed and maintained as a manual record.

For each email considered to be a record, the following information shall be retained:

1. Message content.
2. Name of sender.
3. Name of recipient.
4. Date and time of transmission and/or receipt.

Contractors

Records created or maintained by contractors employed by the Joint Operating Committee shall be retained and disposed of in accordance with the Records Management Plan.[\[10\]](#)

1. 24 P.S. 518
2. 24 P.S. 1850.1
3. 65 P.S. 67.901
4. Pol. 828
5. 65 P.S. 67.102
6. Pol. 801
7. 24 P.S. 433
8. 65 P.S. 67.708
9. 20 U.S.C. 1232g
10. 65 P.S. 67.506
- 65 P.S. 67.101 et seq
- Federal Rules of Civil Procedure - 16, 26, 34, 37, 45
- Pol. 004
- Pol. 006
- Pol. 105.2
- Pol. 114
- Pol. 138
- Pol. 203
- Pol. 203.1
- Pol. 209
- Pol. 212
- Pol. 216
- Pol. 216.1
- Pol. 233
- Pol. 314
- Pol. 324
- Pol. 326
- Pol. 334
- Pol. 601
- Pol. 609
- Pol. 610
- Pol. 618
- Pol. 619
- Pol. 702
- Pol. 706
- Pol. 716
- Pol. 810
- Pol. 810.1
- Pol. 830
- Pol. 912

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Status	Second Reading
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Last Reviewed	January 13, 2021

Purpose

The **Joint** Operating Committee recognizes the importance of public records as the record of the school’s actions and the repository of information about this school. The public has the right to access and procure copies of public records, with certain exceptions, subject to law, **Joint** Operating Committee policy and administrative regulations.

Definitions

Financial record - any account, voucher or contract dealing with the receipt or disbursement of funds or acquisition, use or disposal of services, supplies, materials, equipment or property; or the salary or other payments or expenses paid to an officer or employee, including the individual’s name and title; and a financial audit report, excluding the audit’s underlying work papers.[\[1\]](#)

Public record - a record, including a financial record, that is not protected by a defined privilege or is not exempt from being disclosed under one of the exemptions in Pennsylvania’s Right-to-Know Law or under other federal or state law or regulation, or judicial decree or order.

Record - information, regardless of physical form or characteristics, that documents a school transaction or activity and is created, received or retained pursuant to law or in connection with a school transaction, business or activity, including: a document; paper; letter; map; book; tape; photograph; film or sound recording; information stored or maintained electronically; and a data-processed or image-processed document.

Response - the school’s notice informing a requester of a granting of access to a record or the school’s written notice to a requester granting, denying, or partially granting and partially denying access to a requested record.

Requester - a legal resident of the United States, or an agency, who requests access to a record.

Authority

The **Joint** Operating Committee shall make the school’s public records available for access and duplication to a requester, in accordance with law, **Joint** Operating Committee policy and administrative regulations.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Delegation of Responsibility

The **Joint** Operating Committee shall designate an Open Records Officer, who shall be responsible to:[\[6\]](#)

1. Receive written requests for access to records submitted to the school.
2. Review and respond to written requests in accordance with law, **Joint** Operating Committee policy and administrative regulations.
3. Direct requests to other appropriate individuals in the school or in another agency.
4. Track the school’s progress in responding to requests.
5. Issue interim and final responses to submitted requests.
6. Maintain a log of all record requests and their disposition.
7. Ensure school staff are trained to perform assigned job functions relative to requests for access to records.

Upon receiving a request for access to a record, the Open Records Officer shall:[\[6\]](#)[\[7\]](#)[\[8\]](#)

1. Note the date of receipt on the written request.
2. Compute and note on the written request the day on which the five-day period for response will expire.
3. Maintain an electronic or paper copy of the written request, including all documents submitted with the request, until the request has been fulfilled.
4. If the written request is denied, maintain the written request for thirty (30) days or, if an appeal is filed, until a final determination is issued or the appeal is deemed denied.

Guidelines

Requesters may access and procure copies of the public records of the school during the regular business hours of the administration offices.[\[5\]](#)

A requester’s right of access does not include the right to remove a record from the control or supervision of the Open Records Officer.

The school shall not limit the number of records requested.[\[2\]](#)

When responding to a request for access, the school is not required to create a record that does not exist nor to compile, maintain, format or organize a record in a manner which the school does not currently use.[\[9\]](#)

Information shall be made available to individuals with disabilities in an appropriate format, upon request and with sufficient advance notice.[\[10\]\[11\]\[12\]](#)

The school shall post at the administration office and on the school's website, if it maintains a website, the following information:[\[4\]\[13\]](#)

1. Contact information for the Open Records Officer.
2. Contact information for the state's Office of Open Records or other applicable appeals officer.
3. The form to be used to file a request, with a notation that the state Office of Open Records form may also be used if the school decides to create its own form.
4. **Joint** Operating Committee policy, administrative regulations and procedures governing requests for access to the school's public records.

Request for Access

A written request for access to a public record shall be submitted on the required form(s) and addressed to the Open Records Officer.[\[4\]\[13\]\[14\]](#)

Written requests may be submitted to the school in person, by mail, to a designated facsimile machine, **and** to a designated **email** address.

Each request must include the following information:[\[5\]\[14\]](#)

1. Identification or description of the requested record, in sufficient detail.
2. Medium in which the record is requested.
3. Name and address of the individual to receive the school's response.

The school shall not require an explanation of the reason for the request or the intended use of the requested record, unless otherwise required by law.[\[14\]](#)

Fees

Except for the duplication fee established by the state, the **Joint** Operating Committee shall approve a list of reasonable fees relative to requests for public records. The school shall maintain a list of applicable fees and disseminate the list to requesters.[\[15\]](#)

No fee may be imposed for review of a record to determine whether the record is subject to access under law.[\[15\]](#)

Prior to granting access, the school may require prepayment of estimated fees when the fees required to fulfill the request are expected to exceed \$100.[\[15\]](#)

The Director may waive duplication fees when the requester duplicates the record or the Director deems it is in the public interest to do so.[\[15\]](#)

Response to Request

School employees shall be directed to immediately forward requests for access to public records to the Open Records Officer.[\[6\]\[16\]](#)

Upon receipt of a written request for access to a record, the Open Records Officer shall determine if the requested record is a public record and if the school has possession, custody or control of that record.[\[7\]](#)

The Open Records Officer shall respond as promptly as possible under the existing circumstances, and the initial response time shall not exceed five (5) business days from the date the written request is received by the Open Records Officer.[\[7\]](#)

The initial response shall grant access to the requested record; deny access to the requested record; partially grant and partially deny access to the requested record; notify the requester of the need for an extension of time to fully respond; or request more detail from the requester to clearly identify the requested material.

If the school fails to respond to a request within five (5) business days of receipt, the request for access shall be deemed denied.[\[7\]](#)

Extension of Time

If the Open Records Officer determines that an extension of time is required to respond to a request, in accordance with the factors stated in law, written notice shall be sent within five (5) business days of receipt of request. The notice shall indicate that the request for access is being reviewed, the reason that the review requires an extension, a reasonable date when the response is expected, and an estimate of applicable fees owed when the record becomes available.[\[7\]\[17\]](#)

Up to a thirty-day extension for one (1) of the listed reasons does not require the consent of the requester. If the response is not given by the specified date, it shall be deemed denied on the day following that date.

A requester may consent in writing to an extension that exceeds thirty (30) days, in which case the request shall be deemed denied on the day following the date specified in the notice if the Open Records Officer has not provided a response by that date.

Granting of Request

If the Open Records Officer determines that the request will be granted, the response shall inform the requester that access is granted and either include information on the regular business hours of the administration office, provide electronic access, or state where the requester may go to inspect the records or information electronically at a publically accessible site. The response shall include a copy of the fee schedule in effect, a statement that prepayment of fees is required in a specified amount if access to the records will cost in excess of \$100, and the medium in which the records will be provided.

A public record shall be provided to the requester in the medium requested if it exists in that form; otherwise, it shall be provided in its existing medium. However, the school is not required to permit use of its computers.[\[5\]](#)

The Open Records Officer may respond to a records request by notifying the requester that the record is available through publicly accessible electronic means or that the school shall provide access to inspect the record electronically. If the requester, within thirty (30) days following receipt of the school's notice, submits a written request to have the record converted to paper, the school shall provide access in printed form within five (5) days of receipt of the request for conversion to paper.[\[5\]](#)[\[18\]](#)

A public record that the school does not possess but is possessed by a third party with whom the school has contracted to perform a governmental function and which directly relates to that governmental function shall be considered a public record of the school. When the school contracts with such a third party, the school shall require the contractor to agree in writing to comply with requests for such records and to provide the school with the requested record in a timely manner to allow the school to comply with law.[\[19\]](#)

If the Open Records Officer determines that a public record contains information both subject to and not subject to access, the Open Records Officer shall grant access to the information subject to access and deny access to the information not subject to access. The Open Records Officer shall redact from the record the information that is not subject to access. The Open Records Officer shall not deny access to a record if information is able to be redacted.[\[20\]](#)

If the Open Records Officer responds to a requester that a copy of the requested record is available for delivery at the administration office and the requester does not retrieve the record within sixty (60) days of the school's response, the school shall dispose of the copy and retain any fees paid to date.[\[21\]](#)

Notification to Third Parties

When the school produces a record that is not a public record in response to a request, the Open Records Officer shall notify any third party that provided the record to the school, the person that is the subject of the record, and the requester.[\[22\]](#)

The Open Records Officer shall notify a third party of a record request if the requested record contains a trade secret or confidential proprietary information, in accordance with law and administrative regulations.[\[22\]](#)

Denial of Request

If the Open Records Officer denies a request for access to a record, whether in whole or in part, a written response shall be sent within five (5) business days of receipt of the request. The response denying the request shall include the following:[\[7\]](#)[\[23\]](#)

1. Description of the record requested.
2. Specific reasons for denial, including a citation of supporting legal authority.
3. Name, title, business address, business telephone number, and signature of the Open Records Officer on whose authority the denial is issued.
4. Date of the response.
5. Procedure for the requester to appeal a denial of access.

The Open Records Officer may deny a request for access to a record if the requester has made repeated requests for that same record and the repeated requests have placed an unreasonable burden on the school.[\[19\]](#)

The Open Records Officer may deny a request for access to a record when timely access is not possible due to a disaster, or when access may cause physical damage or irreparable harm to the record. To the extent possible, a record's contents shall be made accessible even when the record is physically unavailable.[\[19\]](#)

Information that is not subject to access and is redacted from a public record shall be deemed a denial.[\[20\]](#)[\[23\]](#)

If a written request for access to a record is denied or deemed denied, the requester may file an appeal with the state's Office of Open Records within fifteen (15) business days of the mailing date of the Open Records Officer's response or deemed denial.[\[8\]](#)

1. 65 P.S. 67.102
2. 65 P.S. 67.302
3. 65 P.S. 67.305
4. 65 P.S. 67.504
5. 65 P.S. 67.701
6. 65 P.S. 67.502
7. 65 P.S. 67.901
8. 65 P.S. 67.1101
9. 65 P.S. 67.705
10. 42 U.S.C. 12132
11. 28 CFR 35.160
12. 28 CFR 35.164
13. 65 P.S. 67.505
14. 65 P.S. 67.703
15. 65 P.S. 67.1307
16. 65 P.S. 67.702
17. 65 P.S. 67.902
18. 65 P.S. 67.704
19. 65 P.S. 67.506
20. 65 P.S. 67.706
21. 65 P.S. 67.905
22. 65 P.S. 67.707
23. 65 P.S. 67.903
- 24 P.S. 408
- 24 P.S. 518
- 42 U.S.C. 12101 et seq
- 65 P.S. 67.101 et seq
- Pol. 800

Book	Policy Manual
Section	800 Operations
Title	School Calendar
Code	803 - Retire New Volume
Status	Administrative Review
Last Revised	March 11, 2020
Last Reviewed	January 13, 2021

Purpose

The **Joint** Operating Committee recognizes that preparation of **an annual school** calendar is necessary for the efficient operation of the school.

Authority

The **Joint** Operating Committee shall determine annually the days and the hours when the school shall be in session for instructional purposes, in accordance with state law **and regulations**.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

The school calendar shall normally consist of a minimum of 180 student days.[\[1\]](#)[\[6\]](#)[\[7\]](#)

The **Joint** Operating Committee reserves the right to alter the school calendar when it is in the best interests of the school.

Delegation of Responsibility

The Director **in conjunction with a sub-committee of Superintendents** shall prepare **annually** a school calendar for **Joint** Operating Committee consideration.

The Director shall communicate and cooperate with the participating school districts when preparing the proposed school calendar.

Guidelines

There may be occasions **when participating** school **districts** are closed or have early dismissals that do not coincide with the school's calendar. In these instances, if the **participating** school **district** provides transportation, the student is expected to be in attendance at the technical school.

Legal	1. 24 P.S. 1501
	2. 24 P.S. 1502
	3. 24 P.S. 1503
	4. 24 P.S. 1504
	5. 24 P.S. 1850.1
	6. 22 PA Code 4.4
	7. 22 PA Code 11.1

Book	Policy Manual
Section	800 Operations
Title	School Calendar
Code	803 Vol V 2020
Status	First Reading
Last Reviewed	January 13, 2021

Purpose

The Joint Operating Committee recognizes that preparation of an annual school calendar is necessary for the efficient operation of the center (school).

Authority

The Joint Operating Committee shall determine annually the days and the hours when the center (school) shall be in session for instructional purposes, in accordance with state law and regulations. **This may include, as appropriate, activities qualifying as instructional days under the direction of certified center (school) employees for fulfilling the minimum required days of instruction under law and regulations.**[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

The school calendar shall normally consist of a minimum of 180 student days.[\[1\]](#)[\[8\]](#)[\[9\]](#)

The Joint Operating Committee reserves the right to alter the school calendar when it is in the best interests of the center (school).

When an emergency arises, which the Joint Operating Committee could not anticipate or foresee, and such emergency results in the center (school) being unable to provide for the in-person attendance of all students during the established length of school days, number of days per week or hours of classes, the Joint Operating Committee may establish temporary provisions during the period of emergency. During an open regular or special Joint Operating Committee meeting, the Joint Operating Committee shall take action to identify the emergency and establish the temporary provisions. Such action shall be recorded in the Joint Operating Committee minutes for the open meeting and certified with the Secretary of Education in the form prescribed by the PA Department of Education for review or approval. The Joint Operating Committee shall enact the temporary provisions in response to the emergency, which may remain in effect for a period of no more than four (4) years.[\[10\]](#)[\[11\]](#)

Temporary provisions established in accordance with law may include but are not limited to:[\[10\]](#)

- Keeping schools in session such days and number of days per week as the Joint Operating Committee deems necessary, which shall include maintaining the requirement for a minimum of 180 student days.**
- Reducing the length of time of daily instruction for courses and classes.**
- Implementing remote and other alternative methods of delivering instruction under the direction of certified center (school) employees.**[\[7\]](#)

Delegation of Responsibility

The Administrative Director shall annually prepare a school calendar for Joint Operating Committee consideration.

The Administrative Director shall communicate and cooperate with the participating school districts when preparing the proposed school calendar.

The Administrative Director or designee shall document alterations to the school calendar and any temporary provisions established in response to a designated emergency in accordance with law, regulations, guidance from the PA Department of Education or Joint Operating Committee policy.[\[12\]](#)

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Legal	1. 24 P.S. 1501
	2. 24 P.S. 1501.9
	3. 24 P.S. 1502
	4. 24 P.S. 1503
	5. 24 P.S. 1504
	6. 24 P.S. 1506
	7. 22 PA Code 11.2
	8. 22 PA Code 4.4
	9. 22 PA Code 11.1
	10. 24 P.S. 520.1
	11. Pol. 006
	12. Pol. 805

Book	Policy Manual
Section	800 Operations
Title	School Day
Code	804
Status	Second Reading
Last Revised	March 11, 2020
Last Reviewed	January 13, 2021

Purpose

The normal school day for the instruction of **students** shall be in accordance with law, **regulations and Joint Operating Committee policy**.

Authority

The Joint Operating Committee shall establish the times for the daily sessions of the school, **in cooperation with the participating school districts**.
[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

Delegation of Responsibility

The Director may close, delay the opening, or dismiss school early for emergency reasons and to protect the health and safety of students and staff. **The Director or designee** shall prepare **procedures** for proper and timely notification of **all** concerned, in the event of **an** emergency closing. **In all cases, the Director shall inform the Joint Operating Committee Chairperson as soon as possible.**

The Director or designee shall develop rules that allow students to enter and leave school under exceptional conditions so that variances with the normal schedule may be accommodated. Such rules shall consider such things as inclement weather, illness, urgent reasons and other circumstances.[\[5\]](#)[\[6\]](#)

Legal	1. 24 P.S. 1504
	2. 24 P.S. 1850.1
	3. 22 PA Code 11.2
	4. 22 PA Code 11.3
	5. 22 PA Code 11.25
	6. Pol. 204

Book	Policy Manual
Section	800 Operations
Title	Emergency Preparedness and Response
Code	805 - New
Status	Second Reading
Last Revised	January 13, 2021
Last Reviewed	March 11, 2020

-IMPORTANT NOTE: PSBA's Safe2Say Something Procedures are attached to policy 805 for ease of use. **Please save the attachment to your local computer or server, modify as necessary and save them.** Safe2Say Something Procedures are **mandated** by 24 P.S. 1303-D. School entities may choose to use them as a stand-alone document, create them as a separate Joint Operating Committee policy, or make them an attachment to Policy 805, at the school entity's discretion.

Purpose

The Joint Operating Committee recognizes its responsibility for the safety of students, staff, visitors and facilities. Therefore, the Joint Operating Committee shall provide facilities, equipment and training necessary to protect against hazards and emergencies, including but not limited to natural disasters, hazardous chemicals, fires, weapons, bomb threats, intruders, terrorism, communicable diseases and pandemics. Advance planning, training, practice and comprehensive implementation are key components in protecting the safety and security of the school community.^[1]

Authority

The school, in cooperation with the county Emergency Management Agency and the Pennsylvania Emergency Management Agency (PEMA), shall develop and implement a comprehensive disaster response and emergency preparedness plan, consistent with the guidelines developed by PEMA and other applicable state requirements.^{[2][3]}

The Joint Operating Committee shall also utilize the resources of and comply with the requirements of the Pennsylvania Department of Health, the Pennsylvania Department of Education, and local law enforcement agencies.^[4]

The Joint Operating Committee requires that emergency preparedness, emergency evacuation and school security drills be conducted at intervals required by state law.^{[3][5][6]}

Definitions

School security drill – a planned exercise, other than a fire drill or natural disaster drill, designed to practice procedures to respond to an emergency situation that may include, but is not limited to, an act of terrorism, armed intruder situation or other violent threat.^[5]

School Safety and Security Assessment – a strategic evaluation of a school entity's facilities and programs used to identify potential safety and security threats.^[2]

Delegation of Responsibility

The Director or designee shall collaborate with relevant stakeholders, including parents/guardians, students, staff, community agencies, local law enforcement agencies and first responders, during the development and implementation of the emergency preparedness plan.

The Director or designee shall implement a communication system to notify parents/guardians of the evacuation or sheltering of students and to alert the entire school community when necessary.

Annually, on or before April 10, the Director shall certify that emergency evacuation drills and school security drills have been conducted in the manner prescribed by law.^[5]

In accordance with state law and regulations, the Director shall execute a memorandum of understanding with each local police department that has jurisdiction over school property.^{[4][8][9]}

The Joint Operating Committee directs the School Safety and Security Coordinator to periodically complete a School Safety and Security Assessment in accordance with the provisions of law and established criteria, based on the needs of the school and availability of funding and resources.^{[7][10]}

Guidelines

Emergency Planning

The emergency preparedness plan shall be accessible in each school building, be reviewed at least annually, and be modified as necessary. A copy of the plan shall be made accessible to the county Emergency Management Agency, each local police department and each local fire department that have jurisdiction over school property. The school shall obtain assurances from each appropriate agency that the emergency preparedness plan will be safeguarded and maintained confidentially.^{[2][3][11]}

Appropriate information regarding the emergency preparedness plan shall be communicated to students, parents/guardians, staff, the community and other relevant stakeholders.

Annually, by September 30, the school shall assemble information required to assist local police and fire departments in responding to an emergency. The required information shall be deployed immediately to the Incident Command Post in the event of an emergency incident or disaster.^{[2][3][4]}

Schools and school buses or transportation vehicles owned or leased by the school shall be made available to local, county and state officials for emergency planning and exercises.^[3]

Continuity of Student Learning/Core Operations

In the event of an emergency, local, county or state officials may require that schools be made available to serve as mass-care facilities. Local, county or state officials may also utilize school-owned buses and other transportation vehicles. The Director or designee shall determine whether schools shall be closed, or the educational program suspended, to safeguard student and staff health and safety.^[3]^[12]

State officials may also direct schools to close in order to mitigate the spread of infection or illness in designated emergencies.^[13]

The school shall make provisions in the emergency preparedness plan for the continuity of student learning during school closings or excessive absences, in accordance with law. This may include, as appropriate, activities qualifying as instructional days for fulfilling the minimum required days of instruction under the law. Instructional activities may include:^[14]^[15]

1. Web-based instruction.
2. Mailed lessons and assignments.
3. Instruction via local television or radio stations.

The continuity of core operations such as payroll and ongoing communication with staff, students and parents/guardians shall be an essential part of the emergency preparedness plan.

Education and Training

Students and staff members shall be instructed and shall practice how to respond appropriately to emergency situations.^[5]^[6]

Effective infection control and prevention education and procedures, such as frequent hand washing and cough/sneeze etiquette, shall be encouraged continually to help limit the spread of germs at the school.^[16]

The school shall provide mandatory training to school employees on school safety and security based on the school's needs and in accordance with law. Training shall address any combination of one (1) or more of the following areas:^[17]^[18]^[19]

1. Situational awareness.
2. Trauma-informed approaches.^[19]
3. Behavioral health awareness.
4. Suicide and bullying awareness.^[20]^[21]
5. Substance use awareness.^[22]^[23]
6. Emergency training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat.^[24]
7. Identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.

Employees are required to complete a minimum of three (3) hours of training every five (5) years.^[18]

Required Drills

Emergency Preparedness Drill –

The Joint Operating Committee directs the school to conduct a disaster response or emergency preparedness plan drill at least annually, in accordance with the provisions of law.^[3]

Fire Drills –

The Joint Operating Committee directs the school to conduct fire drills at least once a month during the school year, in accordance with the provisions of law.^[5]^[6]

School Security Drills –

The Joint Operating Committee directs the school to conduct a school security drill within ninety (90) days of the beginning of each school year. The school security drill shall be conducted while school is in session, with students present.^[5]

The school security drill may take the place of a fire drill for the month in which it is conducted.

The Director or designee may conduct additional school security drills in the school after the first ninety (90) days of the school year. Up to two (2) additional school security drills per school year may be conducted in place of the required fire drills for the month in which they are conducted.^[5]

The Director or designee shall:^[5]

1. Oversee instruction and training of students and school employees in procedures for conducting school security drills and responding to emergency situations.
2. Notify and request assistance from local law enforcement and the emergency management agency prior to conducting a school security drill.
3. Notify parents/guardians of the students attending the school building where the school security drill is scheduled in advance of conducting the drill.

Bus Evacuation Drills –

Bus evacuation and safety drills shall be conducted twice a year, in accordance with the provisions of law.[\[5\]](#)[\[25\]](#)

Safe2Say Something Program

The Joint Operating Committee directs the Director or designee to develop procedures for assessing and responding to reports received from the Safe2Say Something anonymous reporting program, in accordance with law. The procedures shall establish a framework within which school administration and staff will respond to program reports, coordinate with the county emergency dispatch center(s) and local law enforcement, and provide appropriate assessment and response for the safety and security of students, staff and school facilities.[\[26\]](#)

Legal	1. Pol. 705
	2. 22 PA Code 10.24
	3. 35 Pa. C.S.A. 7701
	4. Pol. 805.1
	5. 24 P.S. 1517
	6. 24 P.S. 1518
	7. 24 P.S. 1301-B
	8. 22 PA Code 10.11
	9. 24 P.S. 1303-A
	10. 24 P.S. 1303-B
	11. 24 P.S. 1302.1-A
	12. Pol. 804
	13. 35 Pa. C.S.A. 7301 et seq
	14. 24 P.S. 1501
	15. 24 P.S. 1506
	16. Pol. 203
	17. 24 P.S. 102
	18. 24 P.S. 1310-B
	19. Pol. 333
	20. Pol. 249
	21. Pol. 819
	22. Pol. 227
	23. Pol. 351
	24. Pol. 805
	25. 75 Pa. C.S.A. 4552
	26. 24 P.S. 1303-D
	24 P.S. 1205.7
	20 U.S.C. 7112
	20 U.S.C. 7118
	20 U.S.C. 7801
	Pol. 146
	Pol. 236
	Pol. 709
	Pol. 810

Safe2SayProcedures.doc (247 KB)

Book	Policy Manual
Section	800 Operations
Title	Relations With Law Enforcement Agencies
Code	805.1 Retire New Volume
Status	Administrative Review
Last Reviewed	January 22, 2021

Purpose

The Joint Operating Committee recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment, and safeguarding school (center) property.

Authority

It shall be the policy of the Joint Operating Committee to establish and maintain a cooperative relationship between the school (center) and local police departments in the reporting and resolution of incidents that occur on school (center) property, at any school (center)-sponsored activity, or on any conveyance providing transportation to or from school (the center) or a school (center)-sponsored activity.[\[1\]](#)[\[2\]](#)

The Joint Operating Committee directs the Administrative Director to execute and update, on a biennial basis, a memorandum of understanding with each local police department that has jurisdiction over school (center) property in accordance with state law and regulations.[\[1\]](#)[\[3\]](#)

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco by any person on school (center) property; or conduct that constitutes an offense listed under the Safe Schools Act.[\[1\]](#)[\[4\]](#)[\[5\]](#)

Guidelines

Memorandum of Understanding.

In accordance with state law and regulations, the Administrative Director shall execute and update, every two (2) years, a memorandum of understanding with each local police department that has jurisdiction over school (center) property. The memorandum of understanding shall be signed by the Administrative Director, police chief and building administrator of each building, and be filed with the Office for Safe Schools.[\[1\]](#)[\[3\]](#)

In developing and updating the memorandum of understanding, the school (center) shall consult and consider the State Board of Education model memorandum of understanding. If the school's (center's) memorandum of understanding with local law enforcement contains substantive differences from the State Board of Education model memorandum of understanding, the Administrative Director shall provide a written statement which identifies the differences and the reasons for the differences as part of the biennial filing with the Office for Safe Schools.[\[1\]](#)[\[3\]](#)

The memorandum of understanding shall comply with state law and regulations and set forth procedures to be followed regarding incidents that include, but are not limited to, acts of violence, weapons, terroristic threats, controlled substances, alcohol and tobacco.[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

The memorandum of understanding may specify other matters related to crime prevention mutually agreed upon by the Administrative Director and the local police department that has jurisdiction over the school (center) property.[\[1\]](#)

Students With Disabilities

The school (center) shall provide a copy of its administrative regulations and procedures for implementing behavior support plans to each local police department that has jurisdiction over school (center) property. Updated copies shall be provided each time the administrative regulations and procedures are revised by the school (center).[\[11\]](#)[\[12\]](#)

The school (center) shall invite representatives of each local police department that has jurisdiction over school (center) property to participate in school (center) training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention.[\[11\]](#)[\[13\]](#)[\[12\]](#)

Referral to Law Enforcement

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents committed on school (center) property, at any school (center)-sponsored activity or on a conveyance providing transportation to or from school (the center) or a school (center)-sponsored activity, to the local police department that has jurisdiction over the school's (center's) property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[14\]](#)[\[1\]](#)[\[4\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[12\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)

Safe Schools Report

Annually, by July 31, the Administrative Director shall report on the designated form, to the Office for Safe Schools, all new incidents as required by state law.[\[1\]](#)

Prior to submitting the Safe Schools report, the Administrative Director and each police department having jurisdiction over school (center) property shall do all of the following:

1. No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Administrative Director shall submit the report to the police department with jurisdiction over the relevant school (center) property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects

police incident data.

2. No later than fifteen (15) days prior to the deadline for the Administrative Director to submit the report to the Office for Safe Schools, the police department shall notify the Administrative Director, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
3. Where a police department fails to take action as required above, the Administrative Director shall submit the report to the Office for Safe Schools and indicate that the police department failed to take the required action.

PSBA New 4/13 © 2015 PSBA

Legal	1. 24 P.S. 1303-A
	2. 22 PA Code 10.1
	3. 22 PA Code 10.11
	4. 22 PA Code 10.2
	5. 35 P.S. 780-102
	6. Pol. 218
	7. Pol. 218.1
	8. Pol. 218.2
	9. Pol. 222
	10. Pol. 227
	11. 22 PA Code 10.23
	12. Pol. 113.2
	13. 22 PA Code 14.133
	14. 24 P.S. 1302.1-A
	15. 22 PA Code 10.21
	16. 22 PA Code 10.22
	17. Pol. 103.1
	18. Pol. 113.1
	19. Pol. 323
	20. Pol. 351
	21. Pol. 904
	22 PA Code 10.24
	Pol. 113
	Pol. 805

Book	Policy Manual
Section	800 Operations
Title	Relations With Law Enforcement Agencies
Code	805.1 - New
Status	Second Reading
Last Revised	March 11, 2020
Last Reviewed	January 20, 2021

Purpose

The Joint Operating Committee recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment, and safeguarding school property.

Authority

It shall be the policy of the Joint Operating Committee to establish and maintain a cooperative relationship between the school and local police departments in maintaining school safety and security; responding to school safety and security reports; and reporting and resolution of incidents that occur on school property, at any school-sponsored activity, or on any conveyance providing transportation to or from the school or a school-sponsored activity.^{[1][2][3][4]}

The Joint Operating Committee directs the Director to execute and update, on a biennial basis, a memorandum of understanding with each local police department that has jurisdiction over school property in accordance with state law and regulations.^{[2][5]}

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco by any person on school property; or conduct that constitutes an offense listed under the Safe Schools Act.^{[2][6][7]}

Guidelines

Memorandum of Understanding

In accordance with state law and regulations, the Director shall execute and update, every two (2) years, a memorandum of understanding with each local police department that has jurisdiction over school property. The memorandum of understanding shall be signed by the Director, police chief and building administrator of each building, and be filed with the Office for Safe Schools.^{[2][5]}

In developing and updating the memorandum of understanding, the school shall consult and consider the State Board of Education model memorandum of understanding. If the school's memorandum of understanding with local law enforcement contains substantive differences from the State Board of Education model memorandum of understanding, the Director shall provide a written statement which identifies the differences and the reasons for the differences as part of the biennial filing with the Office for Safe Schools.^{[2][5]}

The memorandum of understanding shall comply with state law and regulations and set forth procedures to be followed regarding incidents that include, but are not limited to, acts of violence, weapons, terroristic threats, controlled substances, alcohol and tobacco.^{[8][9][10][11][12]}

The memorandum of understanding may specify other matters related to crime prevention mutually agreed upon by the Director and the local police department that has jurisdiction over the school property.^[2]

Students With Disabilities

The school shall provide a copy of its administrative regulations and procedures for implementing behavior support plans to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures are revised by the school.^{[13][14]}

The school shall invite representatives of each local police department that has jurisdiction over school property to participate in school training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention.^{[13][14][15]}

Referral to Law Enforcement

The Director or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from the school or a school-sponsored activity, to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.^{[2][6][8][9][10][11][12][14][22][23][24][25][26][27][28][29]}

Safe Schools Report

Annually, by July 31, the Director shall report on the designated form, to the Office for Safe Schools, all new incidents as required by state law.^[2]

Prior to submitting the Safe Schools report, the Director and each police department having jurisdiction over school property shall do all of the following:

1. **No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Director shall submit the report to the police department that has jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects police incident data.**
2. **No later than fifteen (15) days prior to the deadline for the Director to submit the report to the Office for Safe Schools, the police department shall notify the Director, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.**
3. **Where a police department fails to take action as required above, the Director shall submit the report to the Office for Safe Schools and indicate that the police department failed to take the required action.**

Legal

1. 22 PA Code 10.1
2. 24 P.S. 1303-A
3. Pol. 805
4. Pol. 805.2
5. 22 PA Code 10.11
6. 22 PA Code 10.2
7. 35 P.S. 780-102
8. Pol. 218
9. Pol. 218.1
10. Pol. 218.2
11. Pol. 222
12. Pol. 227
13. 22 PA Code 10.23
14. Pol. 113.2
15. 22 PA Code 14.133
16. Pol. 216
17. Pol. 333
18. Pol. 806
19. Pol. 819
20. Pol. 824
21. Pol. 113.3
22. 22 PA Code 10.21
23. 22 PA Code 10.22
24. 24 P.S. 1302.1-A
25. Pol. 103.1
26. Pol. 113.1
27. Pol. 323
28. Pol. 351
29. Pol. 904
- 22 PA Code 10.24
- Pol. 113

Book	Policy Manual
Section	800 Operations
Title	School Security Personnel
Code	805.2 - Retire - New Volume
Status	Administrative Review
Last Revised	March 11, 2020
Last Reviewed	January 20, 2021

-IMPORTANT NOTE: There is language on school security personnel preceded by brackets **throughout** the draft policy. Language on school security personnel is optional, as indicated by brackets { }, please select which language is applicable based on whether the CTC employs or contracts for school police officers or school security guards, and/or an agreement for a School Resource Officer (SRO). **Please place an X in the appropriate brackets to indicate the desired options.**

Authority

The Joint Operating Committee shall employ, contract for and/or assign staff to coordinate the safety and security of school students, staff, visitors and facilities.

Definitions

School security personnel - school police officers, school resource officers and school security guards.[\[1\]](#)

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the school for the purpose of performing school security services.[\[1\]](#)

Third-party vendor - a company or entity approved by the Office for Safe Schools of the PA Department of Education or the PA Commission on Crime and Delinquency that provides school security services in accordance with law.[\[1\]](#)

Delegation of Responsibility

The Director shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law.[\[2\]](#)

The School Safety and Security Coordinator shall report directly to the Director, and shall be responsible for the following:[\[2\]](#)

1. Oversee all

{ } school police officers

{ ☒ } School Resource Officers (SROs)

{ } school security guards.

2. Review and provide oversight of all Joint Operating Committee policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.

3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying, substance abuse, and emergency procedures and training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat.[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

4. Coordinate a tour of the school's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the school to discuss and coordinate school safety and security matters.

5. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.

6. Coordinate School Safety and Security Assessments and respond to School Safety and Security surveys, as applicable.[\[8\]](#)[\[10\]](#)

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Joint Operating Committee at an executive session on the school's current safety and security practices, and identify strategies to improve school safety and security.[\[2\]](#)[\[11\]](#)

The Joint Operating Committee directs the School Safety and Security Coordinator to include the following information in the annual report:

1. ☒ Reports of required emergency preparedness, fire, bus evacuation and school security drills.[\[8\]](#)

2. ☒ Information on required school safety and security training and resources provided to students and staff.

3. ☒ Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.

4. ☒ Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the school, information on referrals and services accessed by students and families, and identification of additional resources needed in the school.[\[12\]](#)

5. ☒ Office for Safe Schools reports for the previous year(s) and/or data collected to date for the current year.

6. {X} Updates regarding the school's Memorandum of Understanding with local law enforcement agencies.[13]

7. {X} Updates to laws, regulations and/or Joint Operating Committee policies related to school safety and security.

8. {X} Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.

9. {X} Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report shall be submitted to the state's School Safety and Security Committee.[2]

The Director or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in performance of their duties only if, and to the extent, authorized by the Joint Operating Committee, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer or in a contract with an independent contractor or third-party vendor approved by the Joint Operating Committee.

[NOTE: Select the applicable option(s) below with the appropriate corresponding language for each option, based on the school's school security personnel.]

Guidelines

{ } School Police Officers

The school shall

{ } employ

{ } contract for

one or more school police officers and apply to the appropriate court for appointment and powers of authority, in accordance with the provisions of law.[1][14][15][16][17][18]

School police officer - [1][15][16]

1. A law enforcement officer employed by the school whose responsibilities, including work hours, are established by the school; or
2. An independent contractor or an individual provided through a third-party vendor who has been appointed in accordance with law, and who meets the requirements of contracted services personnel, in accordance with Joint Operating Committee policy.[18]

The school shall annually report the following information regarding school police officers receiving required training to the PA Department of Education and the PA Commission on Crime and Delinquency:[19]

1. The school's name and the number of school police officers employed or contracted by the school.
2. The municipalities comprising the school.
3. The date and type of training provided to each school police officer.

School police officers shall take and subscribe to the Oath of Office required by law.[20]

{ } The school shall request that the court grant the school police officer authority to carry a firearm, in accordance with law. The school police officer shall maintain all applicable firearm license and training requirements, in accordance with law and Joint Operating Committee policy.[14][21]

School police officers shall successfully complete required training, in accordance with law, and other required staff training, including school training on the use of positive behavior supports, de-escalation techniques and appropriate responses to behavior for students with disabilities, in accordance with law, regulations and Joint Operating Committee policy.[21][22][23][24]

School police officers shall possess and exercise the following duties:[25]

1. Enforce good order in school buildings, on school buses or vehicles owned or leased by the school, and on school grounds.
2. If authorized by the court, issue summary citations or detain individuals who are in school buildings, on school buses and on school grounds in the school until local law enforcement is notified.
3. If authorized by the court, a school police officer who is a law enforcement officer employed by the school whose responsibilities, including work hours, are established by the school, may exercise the same powers as exercised under authority of law or ordinance by the police of the municipality in which the school property is located.

School police officers shall wear the assigned metallic shield or badge provided by the school in plain view when on duty.[26]

{ X } School Resource Officers (SROs)

The school shall establish an agreement with Erie County Sheriffs Department, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to the school.[1]

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the school and whose stationing is established by an agreement between the law enforcement agency and the school. The term includes an active certified sheriff or deputy sheriff whose stationing in the school is established by a written agreement between the county, the sheriff's office and the school.[1]

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:[27]

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Assist in developing Joint Operating Committee policy, administrative regulations or procedures which address crime, and recommending procedural changes.
3. Develop and educate students in crime prevention and safety.
4. Train students in conflict resolution, restorative justice and crime awareness.
5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.
6. Develop or expand community justice initiatives for students.
7. Other duties as agreed upon between the school and municipal agency.

SROs shall successfully complete required training, in accordance with law.[\[27\]](#)

{ } School Security Guards

The school shall

{ } employ

{ } contract for

one or more school security guards, in accordance with the provisions of law.[\[1\]](#)[\[17\]](#)[\[18\]](#)[\[28\]](#)

School security guard - an individual employed by the school or a third-party vendor or an independent contractor who is assigned to the school for routine safety and security duties, and has not been granted powers by the court to issue citations, detain individuals or exercise the same powers as exercised by police of the municipality in which the school property is located, in accordance with law. An independent contractor or individual employed by a third-party vendor contracted with the school shall meet the requirements of contracted services personnel, in accordance with Joint Operating Committee policy, and the provisions of applicable law.[\[1\]](#)[\[16\]](#)[\[18\]](#)[\[28\]](#)

School security guards shall provide the following services, as directed by the school:[\[28\]](#)

1. School safety support services.
2. Enhanced campus supervision.
3. Assistance with disruptive students.
4. Monitoring visitors on campus.[\[29\]](#)
5. Coordination with law enforcement officials,
 { } including school police officers.
 { } including SROs.
6. Security functions which improve and maintain school safety.

School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Joint Operating Committee policy.[\[28\]](#)

{ } School security guards authorized to carry a firearm shall maintain an appropriate license and successfully complete required firearm training in accordance with law.[\[28\]](#)

{ } Other Agreements

{ } The school shall enter into a cooperative police service agreement(s) with a municipality(ies), in accordance with the provisions of law.[\[30\]](#)[\[31\]](#)[\[32\]](#)

{ } The school shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law.[\[27\]](#)[\[32\]](#)

1. 24 P.S. 1301-C
2. 24 P.S. 1309-B
3. Pol. 146
4. Pol. 227
5. Pol. 236
6. Pol. 249
7. Pol. 351
8. Pol. 805
9. Pol. 819
10. 24 P.S. 1305-B
11. Pol. 006
12. Pol. 235.1
13. Pol. 805.1
14. 24 P.S. 1302-C
15. 24 P.S. 1310-C
16. 24 P.S. 1311-C
17. Pol. 304
18. Pol. 818
19. 24 P.S. 1303-C
20. 24 P.S. 1304-C
21. 24 P.S. 1305-C
22. 22 PA Code 10.23
23. 22 PA Code 14.133
24. Pol. 113.2
25. 24 P.S. 1306-C
26. 24 P.S. 1307-C
27. 24 P.S. 1313-C
28. 24 P.S. 1314-C
29. Pol. 907
30. 24 P.S. 1309-C
31. 42 Pa. C.S.A. 8953
32. 53 Pa. C.S.A. 2303
- 53 Pa. C.S.A. 2301 et seq
- Pol. 705
- Pol. 709

Book	Policy Manual
Section	800 Operations
Title	School Security Personnel
Code	805.2 Vol I 2020
Status	Second Reading
Last Revised	January 20, 2021

Authority

The Joint Operating Committee shall employ, contract for and/or assign staff to coordinate the safety and security of center (school) students, staff, visitors and facilities.

Definitions

School security personnel - school police officers, school resource officers and school security guards.[\[1\]](#)

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the center (school) for the purpose of performing school security services.[\[1\]](#)

Third-party vendor - a company or entity approved by the Office for Safe Schools of the PA Department of Education or the PA Commission on Crime and Delinquency that provides school security services in accordance with law.[\[1\]](#)

Delegation of Responsibility

The Administrative Director shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law.[\[2\]](#)

The School Safety and Security Coordinator shall report directly to the Administrative Director, and shall be responsible for the following:[\[2\]](#)

- Oversee all
 - { } school police officers
 - {X } School Resource Officers (SROs)
 - { } school security guards.
- Review and provide oversight of all Joint Operating Committee policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.
- Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying, substance abuse, and emergency procedures and training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat.[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)
- Coordinate a tour of the center (school) 's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the center (school) to discuss and coordinate school safety and security matters.
- Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
- Coordinate School Safety and Security Assessments and respond to School Safety and Security surveys, as applicable.[\[8\]](#)[\[10\]](#)

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Joint Operating Committee at an executive session on the center (school) 's current safety and security practices, and identify strategies to improve school safety and security.[\[2\]](#)[\[11\]](#)

The Joint Operating Committee directs the School Safety and Security Coordinator to include the following information in the annual report:

- {X } Reports of required emergency preparedness, fire, bus evacuation and school security drills.[\[8\]](#)
- {X } Information on required school safety and security training and resources provided to students and staff.
- {X } Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
- {X } Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the center (school), information on referrals and services accessed by students and families, and identification of additional resources needed in the center (school).[\[12\]](#)
- {X } Office for Safe Schools reports for the previous year(s) and/or data collected to date for the current year.
- {X } Updates regarding the center (school) 's Memorandum of Understanding with local law enforcement agencies.[\[13\]](#)
- {X } Updates to laws, regulations and/or Joint Operating Committee policies related to school safety and security.
- {X } Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
- {X } Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report shall be submitted to the state's School Safety and Security Committee.[\[2\]](#)

The Administrative Director or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in performance of their duties only if, and to the extent, authorized by the Joint Operating Committee, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer or in a contract with an independent contractor or third-party vendor approved by the Joint Operating Committee.

[NOTE: Select the applicable option(s) below with the appropriate corresponding language for each option, based on the center (school) 's school security personnel.]

Guidelines

☐ School Police Officers

The center (school) shall

☐ employ

☐ contract for

one or more school police officers and apply to the appropriate court for appointment and powers of authority, in accordance with the provisions of law. [\[1\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)

School police officer - [\[1\]](#)[\[15\]](#)[\[16\]](#)

1. A law enforcement officer employed by the center (school) whose responsibilities, including work hours, are established by the center (school); or
2. An independent contractor or an individual provided through a third-party vendor who has been appointed in accordance with law, and who meets the requirements of contracted services personnel, in accordance with Joint Operating Committee policy.[\[18\]](#)

The center (school) shall annually report the following information regarding school police officers receiving required training to the PA Department of Education and the PA Commission on Crime and Delinquency:[\[19\]](#)

1. The center (school) 's name and the number of school police officers employed or contracted by the center (school).
2. The municipalities comprising the center (school).
3. The date and type of training provided to each school police officer.

School police officers shall take and subscribe to the Oath of Office required by law.[\[20\]](#)

☐ The center (school) shall request that the court grant the school police officer authority to carry a firearm, in accordance with law. The school police officer shall maintain all applicable firearm license and training requirements, in accordance with law and Joint Operating Committee policy.[\[14\]](#)[\[21\]](#)

School police officers shall successfully complete required training, in accordance with law, and other required staff training, including center (school) training on the use of positive behavior supports, de-escalation techniques and appropriate responses to behavior for students with disabilities, in accordance with law, regulations and Joint Operating Committee policy.[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)

School police officers shall possess and exercise the following duties:[\[25\]](#)

1. Enforce good order in center (school) buildings, on center (school) buses or vehicles owned or leased by the center (school), and on center (school) grounds.
2. If authorized by the court, issue summary citations or detain individuals **who are** in center (school) buildings, on center (school) buses and on center (school) grounds in the center (school) until local law enforcement is notified.
3. **If authorized by the court, a school police officer who is a law enforcement officer employed by the center (school) whose responsibilities, including work hours, are established by the center (school), may exercise the same powers as exercised under authority of law or ordinance by the police of the municipality in which the center (school) property is located.**

School police officers shall wear the assigned metallic shield or badge provided by the center (school) in plain view when on duty.[\[26\]](#)

☒ School Resource Officers (SROs)

The center (school) shall establish an agreement with ~~-Erie County Sheriff's Department~~, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to the center (school).[\[1\]](#)

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the center (school) and whose stationing is established by an agreement between the law enforcement agency and the center (school). The term includes an active certified sheriff or deputy sheriff whose stationing in the center (school) is established by a written agreement between the county, the sheriff's office and the center (school).[\[1\]](#)

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:[\[27\]](#)

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Assist in developing Joint Operating Committee policy, administrative regulations or procedures which address crime, and recommending procedural changes.
3. Develop and educate students in crime prevention and safety.
4. Train students in conflict resolution, restorative justice and crime awareness.
5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.

6. Develop or expand community justice initiatives for students.

7. Other duties as agreed upon between the center (school) and municipal agency.

SROs shall successfully complete required training, in accordance with law.[\[27\]](#)

{ } School Security Guards

The center (school) shall

{ } employ

{ } contract for

one or more school security guards, in accordance with the provisions of law.[\[1\]](#)[\[17\]](#)[\[18\]](#)[\[28\]](#)

School security guard - an individual employed by the center (school) or a third-party vendor or an independent contractor who is assigned to the center (school) for routine safety and security duties, and has not been granted powers by the court to issue citations, detain individuals **or exercise the same powers as exercised by police of the municipality in which the center (school) property is located**, in accordance with law. An independent contractor or individual employed by a third-party vendor contracted with the center (school) shall meet the requirements of contracted services personnel, in accordance with Joint Operating Committee policy, and the provisions of applicable law.[\[1\]](#)[\[16\]](#)[\[18\]](#)[\[28\]](#)

School security guards shall provide the following services, as directed by the center (school):[\[28\]](#)

1. Center (School) safety support services.

2. Enhanced campus supervision.

3. Assistance with disruptive students.

4. Monitoring visitors on campus.[\[29\]](#)

5. Coordination with law enforcement officials,

{ } including school police officers.

{ } including SROs.

6. Security functions which improve and maintain school safety.

School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Joint Operating Committee policy.[\[28\]](#)

{ } School security guards authorized to carry a firearm shall maintain an appropriate license and successfully complete required firearm training in accordance with law.[\[28\]](#)

{ } Other Agreements

{ } The center (school) shall enter into a cooperative police service agreement(s) with a municipality(ies), in accordance with the provisions of law.[\[30\]](#)[\[31\]](#)[\[32\]](#)

{ } The center (school) shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law.[\[27\]](#)[\[32\]](#)

1. 24 P.S. 1301-C
2. 24 P.S. 1309-B
3. Pol. 146
4. Pol. 227
5. Pol. 236
6. Pol. 249
7. Pol. 351
8. Pol. 805
9. Pol. 819
10. 24 P.S. 1305-B
11. Pol. 006
12. Pol. 235.1
13. Pol. 805.1
14. 24 P.S. 1302-C
15. 24 P.S. 1310-C
16. 24 P.S. 1311-C
17. Pol. 304
18. Pol. 818
19. 24 P.S. 1303-C
20. 24 P.S. 1304-C
21. 24 P.S. 1305-C
22. 22 PA Code 10.23
23. 22 PA Code 14.133
24. Pol. 113.2
25. 24 P.S. 1306-C
26. 24 P.S. 1307-C
27. 24 P.S. 1313-C
28. 24 P.S. 1314-C
29. Pol. 907
30. 24 P.S. 1309-C
31. 42 Pa. C.S.A. 8953
32. 53 Pa. C.S.A. 2303
- 53 Pa. C.S.A. 2301 et seq
- Pol. 705
- Pol. 709

Book	Policy Manual
Section	800 Operations
Title	Child Abuse
Code	806
Status	Second Reading
Last Revised	March 11, 2020
Last Reviewed	January 20, 2021

Authority

The Joint Operating Committee requires school employees, independent contractors and volunteers to comply with identification and reporting requirements for suspected child abuse, as well as the training requirement for recognition and reporting of child abuse in order to comply with the Child Protective Services Law and the School Code.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

Definitions

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

Adult - an individual eighteen (18) years of age or older.[\[5\]](#)

Bodily injury - impairment of physical condition or substantial pain.[\[5\]](#)

Certifications - refers to the child abuse history clearance statement and state and federal criminal history background checks required by the Child Protective Services Law and/or the School Code.[\[6\]](#)[\[7\]](#)

Child - an individual under eighteen (18) years of age.[\[5\]](#)

Child abuse - intentionally, knowingly or recklessly doing any of the following:[\[5\]](#)

1. Causing **bodily injury** to a child **through** any recent act or failure to act.
2. **Fabricating, feigning or intentionally exaggerating or inducing a medical symptom or disease which results in a potentially harmful medical evaluation or treatment to the child through any recent act.**
3. **Causing or substantially contributing to** serious mental injury to a child **through any** act or failure to act or a series of such acts or failures to act.
4. **Causing sexual abuse or exploitation of a child through any act or failure to act.**
5. **Creating a reasonable likelihood of bodily injury to a child through any recent act or failure to act.**
6. Creating a **likelihood of** sexual abuse or exploitation of a child **through** any recent act or failure to act.
7. **Causing serious physical neglect of a child.**
8. **Engaging in any of the following recent acts:**
 - a. **Kicking, biting, throwing, burning, stabbing or cutting a child in a manner that endangers the child.**
 - b. **Unreasonably restraining or confining a child, based on consideration of the method, location or the duration of the restraint or confinement.**
 - c. **Forcefully shaking a child under one (1) year of age.**
 - d. **Forcefully slapping or otherwise striking a child under one (1) year of age.**
 - e. **Interfering with the breathing of a child.**
 - f. **Causing a child to be present during the operation of methamphetamine laboratory, provided that the violation is being investigated by law enforcement.**[\[8\]](#)
 - g. **Leaving a child unsupervised with an individual, other than the child's parent, who the actor knows or reasonably should have known was required to register as a Tier II or Tier III sexual offender, has to register for life, or has been determined to be a sexually violent predator or sexually violent delinquent.**[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)
9. **Causing the death of the child through any act or failure to act.**
10. **Engaging a child in a severe form of trafficking in persons or sex trafficking, as those terms are defined in the law.**[\[13\]](#)

The term child abuse does not include physical contact with a child that is involved in normal participation in physical education, athletic, extracurricular or recreational activities. Also excluded from the meaning of the term child abuse is the use of reasonable force by a person responsible for the welfare of a child for purposes of supervision, control or safety, provided that the use of force:

1. **Constitutes incidental, minor or reasonable physical contact in order to maintain order and control;**

2. **Is necessary to quell a disturbance or remove a child from the scene of a disturbance that threatens property damage or injury to persons;**

3. **Is necessary for self-defense or defense of another;**

4. **Is necessary to prevent the child from self-inflicted physical harm; or**

5. **Is necessary to gain possession of weapons, controlled substances or other dangerous objects that are on the person of the child or in the child's control.**

Direct contact with children - the possibility of care, supervision, guidance or control of children or routine interaction with children. [\[1\]](#)

Independent contractor - an individual other than a school employee who provides a program, activity or service who is otherwise responsible for the care, supervision, guidance or control of children pursuant to a contract. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children. [\[5\]](#)[\[14\]](#)

Perpetrator - a person who has committed child abuse and is a parent/**guardian** of the child; a spouse or former spouse of the child's parent/**guardian**; a paramour or former paramour of the child's parent/**guardian**; an individual fourteen (14) years of age or older who is responsible for the child's welfare or who has direct contact with children as an employee of child-care services, a school or through a program activity or service; an individual fourteen (14) years of age or older who resides in the same home as the child; or an adult who does not reside in the same home as the child but is related within the third degree of consanguinity or affinity by birth or adoption to the child; or an adult who engages a child in severe forms of trafficking in persons or sex trafficking, as those terms are defined in the law. Only the following may be considered a perpetrator solely based upon a failure to act: a parent/**guardian** of the child; a spouse or former spouse of the child's parent/**guardian**; a paramour or former paramour of the child's parent/**guardian**; an adult responsible for the child's welfare; or an adult who resides in the same home as the child. [\[5\]](#)[\[13\]](#)

Person responsible for the child's welfare - a person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control. [\[5\]](#)

Program, activity or service - any of the following in which children participate and which is sponsored by a school or a public or private organization: [\[5\]](#)

1. **A youth camp or program.**
2. **A recreational camp or program.**
3. **A sports or athletic program.**
4. **A community or social outreach program.**
5. **An enrichment or educational program.**
6. **A troop, club or similar organization.**

Recent act or failure to act - any act or failure to act committed within two (2) years of the date of the report to the Department of Human Services of the Commonwealth or county agency. [\[5\]](#)

Routine interaction - regular and repeated contact that is integral to a person's employment or volunteer responsibilities. [\[5\]](#)

School employee - an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children. [\[5\]](#)

Serious mental injury - a psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that: [\[5\]](#)

1. Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened.
2. Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.

Serious physical neglect - any of the following when committed by a perpetrator that endangers a child's life or health, threatens a child's well-being, causes bodily injury or impairs a child's health, development or functioning: [\[5\]](#)

1. **A repeated, prolonged or egregious failure to supervise a child in a manner that is appropriate considering the child's developmental age and abilities.**
2. The failure to provide a child with adequate essentials of life, including food, shelter or medical care.

Sexual abuse or exploitation - any of the following: [\[5\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
 - a. **Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.**
 - b. **Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.**
 - c. **Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.**
 - d. **Actual or simulated sexual activity** for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.

The conduct described above does not include consensual activities between a child who is fourteen (14) years of age or older and another person who is fourteen (14) years of age or older and whose age is within four (4) years of the child's age.

2. **Any of the following offenses committed against a child:** rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; **institutional sexual assault**; aggravated indecent assault; **indecent assault**; indecent exposure; incest; prostitution; **sexual abuse**; **unlawful contact with a minor**; or sexual exploitation.

Student - an individual enrolled in the school under eighteen (18) years of age.^[5]

Volunteer - an unpaid adult individual, who, on the basis of the individual's role as an integral part of a regularly scheduled program, activity or service is a person responsible for the child's welfare or has direct contact with children.^[14]

Delegation of Responsibility

The Director or designee shall:

1. Require each **candidate** for employment to submit an official **child abuse** clearance statement and state and federal criminal history background checks (certifications) as required by law.^{[6][7][15][16][17]}
2. **Require each applicant for transfer or reassignment to submit the required certifications unless the applicant is applying for a transfer from one position as an employee to another position as an employee of this school and the applicant's official child abuse certifications are current.**^{[18][19][20]}
3. **Require each volunteer to submit an official child abuse clearance statement and other background checks as required by law.**^[19]

School employees and independent contractors shall obtain and submit new certifications every sixty (60) months.^[19]

Certification requirements for volunteers are addressed separately in Joint Operating Committee Policy 916.^[21]

The Director or designee shall annually notify school staff, independent contractors, and volunteers of their responsibility for reporting child abuse in accordance with Joint Operating Committee policy and administrative regulations.

The Director or designee shall ensure that the poster, developed by the PA Department of Education, displaying the statewide toll-free telephone numbers for reporting suspected child abuse, neglect and school safety issues be posted in a high-traffic, public area of each school building. The designated area shall be readily accessible and widely used by students.^[22]

The Director or designee shall annually inform students, parents/guardians, independent contractors, volunteers and staff regarding the contents of this Joint Operating Committee policy.

Guidelines

Aiding and Abetting Sexual Abuse

School employees, acting in an official capacity for this school, are prohibited from assisting another school employee, contractor or agent in obtaining a new job if the school employee knows, or has probable cause to believe, that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or student.^{[15][16][17][20][23][24][25][26]}

This prohibition applies only to assistance that extends beyond performance of normal processing of personnel matters including routine transmission of files or other information. This prohibition shall not apply if:

1. The relevant information has been properly reported to law enforcement officials and any other authority required by federal, state or local law and the matter has been officially closed or the prosecutor or law enforcement officials notified school officials that there is insufficient information to establish probable cause.
2. The school employee, contractor or agent has been acquitted or otherwise exonerated of the alleged misconduct.
3. The case or investigation remains open and no charges have been filed against, or indictment of, the school employee, contractor or agent within four (4) years of the date on which the information was reported to the law enforcement agency.

Training

The school, and independent contractors of the school, shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:^{[1][3][4][25]}

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.
2. Provisions of the Educator Discipline Act, including mandatory reporting requirements.^{[25][27]}
3. Joint Operating Committee policy related to reporting of suspected abuse and sexual misconduct.
4. Maintenance of professional and appropriate relationships with students.^[26]

Employees are required to complete a minimum of three (3) hours of training every five (5) years.^[1]

~~(-) The school shall provide each volunteer with training on child abuse recognition and reporting.~~

Duty to Report

School employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances:^[14]

1. The school employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession or through a regularly scheduled program, activity or service.
2. The school employee, independent contractor or volunteer is directly responsible for the care, supervision, guidance or training of the child.

3. **A person makes a specific disclosure to a school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.**
4. **An individual fourteen (14) years of age or older makes a specific disclosure to a school employee, independent contractor or volunteer that s/he has committed child abuse.**

A child is not required to come before the school employee, independent contractor or volunteer in order for that individual to make a report of suspected child abuse.[\[14\]](#)

A report of suspected child abuse does not require the identification of the person responsible for the child abuse.[\[14\]](#)

Any person who, in good faith, makes a report of suspected child abuse, regardless of whether the report is required, cooperates with an investigation, testifies in a proceeding, or engages in other action authorized by law shall have immunity from civil and criminal liability related to those actions.[\[28\]](#)

Any person required to report child abuse who willfully fails to do so may be subject to disciplinary action and criminal prosecution.[\[29\]](#)

Any person who intentionally or knowingly makes a false report of child abuse or intentionally or knowingly induces a child to make a false claim of child abuse may be subject to disciplinary action and criminal prosecution.[\[30\]](#)

Any person who engages in intimidation, retaliation, or obstruction in the making of a child abuse report or the conducting of an investigation into suspected child abuse may be subject to disciplinary action and criminal prosecution.[\[31\]](#)

The school shall not discriminate or retaliate against any person for making, in good faith, a report of suspected child abuse.[\[32\]](#)

Reporting Procedures

School employees, **independent contractors or volunteers** who suspect child abuse shall immediately **make a written report of suspected child abuse using electronic technologies (www.compass.state.pa.us/cwis) or an oral report via the statewide toll-free telephone number (1-800-932-0313).** A person making an initial oral report of suspected child abuse must also submit a written electronic report within forty-eight (48) hours after the oral report. Upon receipt of an electronic report, the electronic reporting system will automatically respond with a confirmation; providing the school with a written record of the report.[\[14\]](#)[\[33\]](#)[\[34\]](#)

A school employee, independent contractor or volunteer who makes a report of suspected child abuse shall immediately, after making the initial report, notify the school administrator and if the initial report was made electronically, also provide the administrator with a copy of the report confirmation. The school administrator shall then immediately notify the Director or designee that a child abuse report has been made and if the initial report was made electronically, also provide a copy of the report confirmation.[\[14\]](#)[\[33\]](#)[\[34\]](#)

When a report of suspected child abuse is made by a school employee, independent contractor or volunteer as required by law, the school is not required to make more than one (1) report. An individual otherwise required to make a report who is aware that an initial report has already been made by a school employee, contractor or volunteer is not required to make an additional report. The person making an initial oral report is responsible for making the follow-up written electronic report within forty-eight (48) hours, and shall provide the school administrator with a copy of the report confirmation promptly after the written electronic report has been filed. The administrator shall in turn provide a copy of the report confirmation to the Director or designee.[\[14\]](#)[\[33\]](#)[\[34\]](#)

When necessary to preserve potential evidence of suspected child abuse, a school employee may, after the initial report is made, take or cause to be taken photographs of the child who is the subject of the report. Any such photographs shall be sent to the county agency at the time the written report is sent or within forty-eight (48) hours after a report is made by electronic technologies or as soon thereafter as possible. The school administrator shall be notified whenever such photographs are taken.[\[35\]](#)

If the Director or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Safe Schools Act, the Director or designee shall inform local law enforcement, in accordance with applicable law, regulations and Joint Operating Committee policy.[\[36\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)^[41]

Investigation

The school administrator shall facilitate the cooperation with the Department of Human Services of the Commonwealth or the county agency investigating a report of suspected child abuse, including permitting authorized personnel to interview the child while in attendance at the school.[\[14\]](#)[\[42\]](#)

Upon notification that an investigation involves suspected child abuse by a school employee, the administrator shall immediately implement a plan of supervision or alternative arrangement that has been approved by the Director for the school employee under investigation. The plan of supervision or alternative arrangement shall be submitted to the county agency for approval.[\[43\]](#)

1. 24 P.S. 1205.6
2. 23 Pa. C.S.A. 6301 et seq
3. Pol. 333
4. Pol. 818
5. 23 Pa. C.S.A. 6303
6. 24 P.S. 111
7. 23 Pa. C.S.A. 6344
8. 18 Pa. C.S.A. 7508.2
9. 42 Pa. C.S.A. 9799.12
10. 42 Pa. C.S.A. 9799.24
11. 42 Pa. C.S.A. 9799.55
12. 42 Pa. C.S.A. 9799.58
13. 22 U.S.C. 7102
14. 23 Pa. C.S.A. 6311
15. Pol. 302
16. Pol. 304
17. Pol. 305
18. 23 Pa. C.S.A. 6344.3
19. 23 Pa. C.S.A. 6344.4
20. Pol. 309
21. Pol. 916
22. 23 Pa. C.S.A. 6332
23. 24 P.S. 111.1
24. 20 U.S.C. 7926
25. Pol. 317.1
26. Pol. 824
27. 24 P.S. 2070.1a
28. 23 Pa. C.S.A. 6318
29. 23 Pa. C.S.A. 6319
30. 18 Pa. C.S.A. 4906.1
31. 18 Pa. C.S.A. 4958
32. 23 Pa. C.S.A. 6320
33. 23 Pa. C.S.A. 6305
34. 23 Pa. C.S.A. 6313
35. 23 Pa. C.S.A. 6314
36. 24 P.S. 1302.1-A
37. 24 P.S. 1303-A
38. 22 PA Code 10.2
39. 22 PA Code 10.21
40. 22 PA Code 10.22
41. Pol. 805.1
42. 23 Pa. C.S.A. 6346
43. 23 Pa. C.S.A. 6368
- 24 P.S. 1301-A et seq
- 22 PA Code 10.1 et seq
- 24 P.S. 1527
- 24 P.S. 2070.1a et seq
- 18 Pa. C.S.A. 4304
- Pol. 317

Book	Policy Manual
Section	800 Operations
Title	Child Abuse
Code	806 Vol IV 2018 - Retire - New Volume
Status	Administrative Review
Last Revised	March 11, 2020
Last Reviewed	January 22, 2021

Authority

The Joint Operating Committee requires center (school) employees, independent contractors and volunteers to comply with identification and reporting requirements for suspected child abuse, as well as the training requirement for recognition and reporting of child abuse in order to comply with the Child Protective Services Law and the School Code.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

Definitions

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

Adult - an individual eighteen (18) years of age or older.[\[5\]](#)

Bodily injury - impairment of physical condition or substantial pain.[\[5\]](#)

Certifications - refers to the child abuse history clearance statement and state and federal criminal history background checks required by the Child Protective Services Law and/or the School Code.[\[6\]](#)[\[7\]](#)

Child - an individual under eighteen (18) years of age.[\[5\]](#)

Child abuse - intentionally, knowingly or recklessly doing any of the following:[\[5\]](#)

1. Causing bodily injury to a child through any recent act or failure to act.
2. Fabricating, feigning or intentionally exaggerating or inducing a medical symptom or disease which results in a potentially harmful medical evaluation or treatment to the child through any recent act.
3. Causing or substantially contributing to serious mental injury to a child through any act or failure to act or a series of such acts or failures to act.
4. Causing sexual abuse or exploitation of a child through any act or failure to act.
5. Creating a reasonable likelihood of bodily injury to a child through any recent act or failure to act.
6. Creating a likelihood of sexual abuse or exploitation of a child through any recent act or failure to act.
7. Causing serious physical neglect of a child.
8. Engaging in any of the following recent acts:
 - a. Kicking, biting, throwing, burning, stabbing or cutting a child in a manner that endangers the child.
 - b. Unreasonably restraining or confining a child, based on consideration of the method, location or the duration of the restraint or confinement.
 - c. Forcefully shaking a child under one (1) year of age.
 - d. Forcefully slapping or otherwise striking a child under one (1) year of age.
 - e. Interfering with the breathing of a child.
 - f. Causing a child to be present during the operation of methamphetamine laboratory, provided that the violation is being investigated by law enforcement.[\[8\]](#)
 - g. Leaving a child unsupervised with an individual, other than the child's parent, who the actor knows or reasonably should have known was required to register as a Tier II or Tier III sexual offender, **has to register for life**, or has been determined to be a sexually violent predator or sexually violent delinquent.[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)
9. Causing the death of the child through any act or failure to act.
10. **Engaging a child in a severe form of trafficking in persons or sex trafficking, as those terms are defined in the law.**[\[13\]](#)

The term **child abuse** does not include physical contact with a child that is involved in normal participation in physical education, athletic, extracurricular or recreational activities. Also excluded from the meaning of the term **child abuse** is the use of reasonable force by a person responsible for the welfare of a child for purposes of supervision, control or safety, provided that the use of force:

1. Constitutes incidental, minor or reasonable physical contact in order to maintain order and control;
2. Is necessary to quell a disturbance or remove a child from the scene of a disturbance that threatens property damage or injury to persons;
3. Is necessary for self-defense or defense of another;

4. Is necessary to prevent the child from self-inflicted physical harm; or

5. Is necessary to gain possession of weapons, controlled substances or other dangerous objects that are on the person of the child or in the child's control.

Direct contact with children - the possibility of care, supervision, guidance or control of children or routine interaction with children.[\[1\]](#)

Independent contractor - an individual other than a center (school) employee who provides a program, activity or service who is otherwise responsible for the care, supervision, guidance or control of children pursuant to a contract. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children.[\[5\]](#)[\[14\]](#)

Perpetrator - a person who has committed child abuse and is a parent/guardian of the child; a spouse or former spouse of the child's parent/guardian; a paramour or former paramour of the child's parent/guardian; an individual fourteen (14) years of age or older who is responsible for the child's welfare or who has direct contact with children as an employee of child-care services, a school or through a program activity or service; an individual fourteen (14) years of age or older who resides in the same home as the child; or an adult who does not reside in the same home as the child but is related within the third degree of consanguinity or affinity by birth or adoption to the child; **or an adult who engages a child in severe forms of trafficking in persons or sex trafficking, as those terms are defined in the law.** Only the following may be considered a perpetrator solely based upon a failure to act: a parent/guardian of the child; a spouse or former spouse of the child's parent/guardian; a paramour or former paramour of the child's parent/guardian; an adult responsible for the child's welfare; or an adult who resides in the same home as the child.[\[5\]](#)[\[13\]](#)

Person responsible for the child's welfare - a person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control.[\[5\]](#)

Program, activity or service - any of the following in which children participate and which is sponsored by a school or a public or private organization:[\[5\]](#)

1. A youth camp or program.
2. A recreational camp or program.
3. A sports or athletic program.
4. A community or social outreach program.
5. An enrichment or educational program.
6. A troop, club or similar organization.

Recent act or failure to act - any act or failure to act committed within two (2) years of the date of the report to the Department of Human Services of the Commonwealth or county agency.[\[5\]](#)

Routine interaction - regular and repeated contact that is integral to a person's employment or volunteer responsibilities.[\[5\]](#)

School employee - an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children.[\[5\]](#)

Serious mental injury - a psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that:[\[5\]](#)

1. Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened.
2. Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.

Serious physical neglect - any of the following when committed by a perpetrator that endangers a child's life or health, threatens a child's well-being, causes bodily injury or impairs a child's health, development or functioning:[\[5\]](#)

1. A repeated, prolonged or egregious failure to supervise a child in a manner that is appropriate considering the child's developmental age and abilities.
2. The failure to provide a child with adequate essentials of life, including food, shelter or medical care.

Sexual abuse or exploitation - any of the following:[\[5\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
 - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
 - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
 - c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
 - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.

The conduct described above does not include consensual activities between a child who is fourteen (14) years of age or older and another person who is fourteen (14) years of age or older and whose age is within four (4) years of the child's age.

2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

Student - an individual enrolled in the center (school) under eighteen (18) years of age.[\[5\]](#)

Volunteer - an unpaid adult individual, who, on the basis of the individual's role as an integral part of a regularly scheduled program, activity or service is a person responsible for the child's welfare or has direct contact with children. [\[14\]](#)

Delegation of Responsibility

The Administrative Director or designee shall:

1. Require each candidate for employment to submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as required by law. [\[6\]](#)[\[7\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)
2. Require each applicant for transfer or reassignment to submit the required certifications unless the applicant is applying for a transfer from one position as an employee to another position as an employee of this center (school) and the applicant's official child abuse certifications are current. [\[18\]](#)[\[19\]](#)[\[20\]](#)
3. Require each volunteer to submit an official child abuse clearance statement and other background checks as required by law. [\[19\]](#)

School employees and independent contractors shall obtain and submit new certifications every sixty (60) months. [\[19\]](#)

Certification requirements for volunteers are addressed separately in Joint Operating Committee Policy 916. [\[21\]](#)

The Administrative Director or designee shall annually notify center (school) staff, independent contractors, and volunteers of their responsibility for reporting child abuse in accordance with Joint Operating Committee policy and administrative regulations.

The Administrative Director or designee shall ensure that the poster, developed by the PA Department of Education, displaying the statewide toll-free telephone numbers for reporting suspected child abuse, neglect and school safety issues be posted in a high-traffic, public area of each center (school) building. The designated area shall be readily accessible and widely used by students. [\[22\]](#)

The Administrative Director or designee shall annually inform students, parents/guardians, independent contractors, volunteers and staff regarding the contents of this Joint Operating Committee policy.

Guidelines

Aiding and Abetting Sexual Abuse

School employees, acting in an official capacity for this center (school), are prohibited from assisting another school employee, contractor or agent in obtaining a new job if the school employee knows, or has probable cause to believe, that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or student. [\[15\]](#)[\[16\]](#)[\[17\]](#)[\[20\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)

This prohibition applies only to assistance that extends beyond performance of normal processing of personnel matters including routine transmission of files or other information. This prohibition shall not apply if:

1. **The relevant information has been properly reported to law enforcement officials and any other authority required by federal, state or local law and the matter has been officially closed or the prosecutor or law enforcement officials notified school officials that there is insufficient information to establish probable cause.**
2. **The school employee, contractor or agent has been acquitted or otherwise exonerated of the alleged misconduct.**
3. **The case or investigation remains open and no charges have been filed against, or indictment of, the school employee, contractor or agent within four (4) years of the date on which the information was reported to the law enforcement agency.**

Training

The center (school), and independent contractors of the center (school), shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics: [\[1\]](#)[\[3\]](#)[\[4\]](#)[\[25\]](#)

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.
2. Provisions of the Educator Discipline Act, including mandatory reporting requirements. [\[25\]](#)[\[27\]](#)
3. Joint Operating Committee policy related to reporting of suspected abuse and sexual misconduct.
4. Maintenance of professional and appropriate relationships with students. [\[26\]](#)

Employees are required to complete a minimum of three (3) hours of training every five (5) years. [\[1\]](#)

{ } The center (school) shall provide each volunteer with training on child abuse recognition and reporting.

Duty to Report

School employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: [\[14\]](#)

1. The school employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession or through a regularly scheduled program, activity or service.
2. The school employee, independent contractor or volunteer is directly responsible for the care, supervision, guidance or training of the child.
3. A person makes a specific disclosure to a school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.
4. An individual fourteen (14) years of age or older makes a specific disclosure to a school employee, independent contractor or volunteer that s/he has committed child abuse.

A child is not required to come before the school employee, independent contractor or volunteer in order for that individual to make a report of suspected child abuse. [\[14\]](#)

A report of suspected child abuse does not require the identification of the person responsible for the child abuse. [\[14\]](#)

Any person who, in good faith, makes a report of suspected child abuse, regardless of whether the report is required, cooperates with an investigation, testifies in a proceeding, or engages in other action authorized by law shall have immunity from civil and criminal liability related to those actions. [28]

Any person required to report child abuse who willfully fails to do so may be subject to disciplinary action and criminal prosecution. [29]

Any person who intentionally or knowingly makes a false report of child abuse or intentionally or knowingly induces a child to make a false claim of child abuse may be subject to disciplinary action and criminal prosecution. [30]

Any person who engages in intimidation, retaliation, or obstruction in the making of a child abuse report or the conducting of an investigation into suspected child abuse may be subject to disciplinary action and criminal prosecution. [31]

The center (school) shall not discriminate or retaliate against any person for making, in good faith, a report of suspected child abuse. [32]

Reporting Procedures

School employees, independent contractors or volunteers who suspect child abuse shall immediately make a written report of suspected child abuse using electronic technologies (www.compass.state.pa.us/cwis) or an oral report via the statewide toll-free telephone number (1-800-932-0313). A person making an initial oral report of suspected child abuse must also submit a written electronic report within forty-eight (48) hours after the oral report. Upon receipt of an electronic report, the electronic reporting system will automatically respond with a confirmation; providing the center (school) with a written record of the report. [14][33][34]

A school employee, independent contractor or volunteer who makes a report of suspected child abuse shall immediately, after making the initial report, notify the school administrator and if the initial report was made electronically, also provide the administrator with a copy of the report confirmation. The school administrator shall then immediately notify the Administrative Director or designee that a child abuse report has been made and if the initial report was made electronically, also provide a copy of the report confirmation. [14][33][34]

When a report of suspected child abuse is made by a school employee, independent contractor or volunteer as required by law, the center (school) is not required to make more than one (1) report. An individual otherwise required to make a report who is aware that an initial report has already been made by a school employee, contractor or volunteer is not required to make an additional report. The person making an initial oral report is responsible for making the follow-up written electronic report within forty-eight (48) hours, and shall provide the school administrator with a copy of the report confirmation promptly after the written electronic report has been filed. The administrator shall in turn provide a copy of the report confirmation to the Administrative Director or designee. [14][33][34]

{ } When necessary to preserve potential evidence of suspected child abuse, a school employee may, after the initial report is made, take or cause to be taken photographs of the child who is the subject of the report. Any such photographs shall be sent to the county agency at the time the written report is sent or within forty-eight (48) hours after a report is made by electronic technologies or as soon thereafter as possible. The school administrator shall be notified whenever such photographs are taken. [35]

If the Administrative Director or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Safe Schools Act, the Administrative Director or designee shall inform local law enforcement, in accordance with applicable law, regulations and Joint Operating Committee policy. [36][37][38][39][40][41]

Investigation

The school administrator shall facilitate the cooperation with the Department of Human Services of the Commonwealth or the county agency investigating a report of suspected child abuse, including permitting authorized personnel to interview the child while in attendance at the center (school). [14][42]

Upon notification that an investigation involves suspected child abuse by a school employee, the administrator shall immediately implement a plan of supervision or alternative arrangement that has been approved by the Administrative Director for the school employee under investigation. The plan of supervision or alternative arrangement shall be submitted to the county agency for approval. [43]

1. 24 P.S. 1205.6
2. 23 Pa. C.S.A. 6301 et seq
3. Pol. 333
4. Pol. 818
5. 23 Pa. C.S.A. 6303
6. 24 P.S. 111
7. 23 Pa. C.S.A. 6344
8. 18 Pa. C.S.A. 7508.2
9. 42 Pa. C.S.A. 9799.12
10. 42 Pa. C.S.A. 9799.24
11. 42 Pa. C.S.A. 9799.55
12. 42 Pa. C.S.A. 9799.58
13. 22 U.S.C. 7102
14. 23 Pa. C.S.A. 6311
15. Pol. 302
16. Pol. 304
17. Pol. 305
18. 23 Pa. C.S.A. 6344.3
19. 23 Pa. C.S.A. 6344.4
20. Pol. 309
21. Pol. 916
22. 23 Pa. C.S.A. 6332
23. 24 P.S. 111.1
24. 20 U.S.C. 7926
25. Pol. 317.1
26. Pol. 824
27. 24 P.S. 2070.1a
28. 23 Pa. C.S.A. 6318
29. 23 Pa. C.S.A. 6319
30. 18 Pa. C.S.A. 4906.1
31. 18 Pa. C.S.A. 4958
32. 23 Pa. C.S.A. 6320
33. 23 Pa. C.S.A. 6305
34. 23 Pa. C.S.A. 6313
35. 23 Pa. C.S.A. 6314
36. 24 P.S. 1302.1-A
37. 24 P.S. 1303-A
38. 22 PA Code 10.2
39. 22 PA Code 10.21
40. 22 PA Code 10.22
41. Pol. 805.1
42. 23 Pa. C.S.A. 6346
43. 23 Pa. C.S.A. 6368
- 24 P.S. 1301-A et seq
- 22 PA Code 10.1 et seq
- 24 P.S. 1527
- 24 P.S. 2070.1a et seq
- 18 Pa. C.S.A. 4304
- Pol. 317

Book	Policy Manual
Section	800 Operations
Title	Opening Exercises/Flag Displays
Code	807
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

The Joint Operating Committee **adopts this policy to ensure that the school complies with state and federal** laws concerning **flag displays and** opening exercises **while respecting the rights of individuals**.

Authority

A United States flag shall be displayed in classrooms and on or near the school building during school hours, in clement weather and at other times determined by the Joint Operating Committee.[\[1\]](#)

The school shall provide opening exercises **that include a salute to** the flag **and/or recitation of** the Pledge of Allegiance **or the National Anthem.**[\[2\]](#)

Students may decline to recite the Pledge of Allegiance or National Anthem and to salute the flag on the basis of personal belief or religious conviction. Students who choose to refrain from such participation **shall respect the rights and interests of classmates who do participate.**[\[1\]](#)[\[2\]](#)

The Joint Operating Committee may direct professional employees to conduct a brief period of silent prayer or meditation as part of daily opening exercises. Silent prayer or meditation shall not be conducted as a religious service or exercise.[\[3\]](#)

Legal	1. 24 P.S. 771
	2. 22 PA Code 12.10
	3. 24 P.S. 1516.1

Book	Policy Manual
Section	800 Operations
Title	Transportation
Code	810-Retire
Status	Administrative Review
Last Reviewed	January 22, 2021

Purpose

Transportation for school students shall be provided in accordance with law and Joint Operating Committee policy.

Definitions

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.[\[1\]](#)

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.[\[1\]](#)

Authority

-IMPORTANT NOTE: There is language options preceded by brackets in the Authority section. These options indicate CTC's and sending district's transportation requirements. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.**

The Joint Operating Committee shall purchase, lease, equip, and maintain school buses/vehicles and/or contract for school bus/vehicle services for transportation of students.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

{ } The Joint Operating Committee shall provide transportation for eligible students attending the school.[\[3\]](#)

{ } The Joint Operating Committee shall provide transportation for students attending the school in accordance with the Articles of Agreement.[\[3\]](#)[\[9\]](#)

{ } Student transportation to and from the school shall be provided by the student's home school.[\[10\]](#)

The Joint Operating Committee shall ensure that transportation is provided for students with disabilities, when required by the student's individualized education program (IEP) or Section 504 Service Agreement.[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

The school may coordinate with the student's school district of residence to ensure that transportation is provided for homeless children and youths and children in foster care in accordance with federal and state laws and regulations.[\[15\]](#)[\[16\]](#)[\[17\]](#)

The Joint Operating Committee prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law.[\[18\]](#)

The Joint Operating Committee shall ensure that permanent signs, notifying drivers of the idling restrictions, are maintained on school property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more load or unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.[\[19\]](#)[\[20\]](#)

Delegation of Responsibility

The school bus/vehicle driver shall be responsible to maintain order while students are being transported.

The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Director or designee as soon as practicable.

The building administrator may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.

When the school provides daily transportation for students, the Director or designee shall be responsible to:

- 1. Maintain records and make required reports regarding school transportation.**[\[4\]](#)
- 2. Distribute rules governing student conduct during transport; such rules shall be binding on all students transported by the school.**
- 3. Provide each school bus/school vehicle driver with:**
 - a. The Pennsylvania School Bus Driver's Manual;**
 - b. The written rules for student conduct on buses/vehicles;**
 - c. The procedures for evacuation drills; and**
 - d. Any additional laws and applicable Joint Operating Committee policies and administrative regulations which apply to school bus/vehicle drivers.**

Guidelines

Student Health Information

When necessary for student safety, or when required by a student's IEP or Section 504 Service Agreement, a school bus/vehicle driver shall be provided with relevant student health and medical information.^{[14][22][23][24][25]}

School bus/vehicle drivers shall maintain the confidentiality of student health/medical information in accordance with school policies and procedures and applicable law.^{[26][27]}

Evacuation Drills

Bus evacuation drills shall be conducted twice a year and reported to the Pennsylvania Department of Education, in accordance with law and Joint Operating Committee policy.^{[28][29][30]}

Legal

1. 75 Pa. C.S.A. 102
2. 24 P.S. 1362
3. 24 P.S. 1850.1
4. 22 PA Code 23.1
5. 22 PA Code 23.2
6. Pol. 610
7. Pol. 611
8. Pol. 818
9. Articles of Agreement
10. 24 P.S. 2541
11. 22 PA Code 23.3
12. Pol. 103
13. Pol. 103.1
14. Pol. 113
15. 20 U.S.C. 6312
16. 42 U.S.C. 11432
17. Pol. 251
18. 35 P.S. 4601 et seq
19. 35 P.S. 4608
20. 67 PA Code 212.101
21. Pol. 121
22. Pol. 209.1
23. Pol. 209.2
24. Pol. 210
25. Pol. 210.1
26. Pol. 113.3
27. Pol. 216
28. 24 P.S. 1517
29. 75 Pa. C.S.A. 4552
30. Pol. 805
- 24 P.S. 1331
- 24 P.S. 1365
- 24 P.S. 1366
- 24 P.S. 2542
- 22 PA Code 15.1 et seq
- 22 PA Code 23.6
- 75 Pa. C.S.A. 4551-4553
- 20 U.S.C. 6301 et seq
- 42 U.S.C. 11431 et seq
- 49 CFR Part 37
- 49 CFR Part 38
- Pol. 810.1

Book	Policy Manual
Section	800 Operations
Title	School Bus Drivers and School Commercial Motor Vehicle Drivers
Code	810.1 - Retire
Status	Administrative Review
Last Reviewed	January 22, 2021

Note: This policy refers to school bus and commercial motor vehicle drivers only. Policy 810.3 applies to drivers of school vehicles used to transport students which do not qualify as a school bus or commercial motor vehicle.

Purpose

The Joint Operating Committee recognizes that an employee must be fit to operate a school bus and commercial motor vehicle to ensure the health and safety of students being transported. The Joint Operating Committee also recognizes that an employee impaired by drugs or alcohol who operates school vehicles or transports students poses significant risks to the safety of students and others.

Definitions

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

A covered driver shall include any school employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial motor vehicle owned, leased or operated by the school. The term includes drivers and mechanics who operate such vehicles, including full-time, regularly employed individuals; leased drivers; and independent owner-operator contractors who are directly employed by or under lease to the school or who operate a bus or commercial motor vehicle owned or leased by the school.^[1]

Commercial motor vehicle - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:^[1]

1. Has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater;
2. Has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater;
3. Is designed to transport sixteen (16) or more passengers, including the driver; or
4. Is transporting hazardous materials and is required to be placarded.

Driving - operating a commercial motor vehicle or motor carrier vehicle on a highway, with the motor running, including while the commercial motor vehicle or motor carrier vehicle is temporarily stationary because of traffic, a traffic control device or other momentary delay. The term does not include operating a commercial motor vehicle or motor carrier vehicle with or without the motor running if the driver moved the vehicle to the side of or off of a highway and halted in a location where the vehicle can safely remain stationary.^{[2][3][4]}

Electronic device - an electronic device includes, but is not limited to, a cellular telephone, personal digital assistant, pager, computer or any other device used to input, write, send, receive or read text.^[3]

Mobile telephone - a mobile communication device which uses a commercial mobile radio service.^[4]

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until s/he is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing other requirements related to accidents.^[1]

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.^[5]

Texting - manually entering alphanumeric text into or reading text from an electronic device. The following shall apply:^[3]

1. The term includes, but is not limited to, short message service, emailing, instant messaging, a command or request to access an Internet web page, pressing more than a single button to initiate or terminate a voice communication using a mobile telephone or engaging in any other form of electronic text retrieval or entry, for present or future communication.
2. The term does **not** include:
 - a. Inputting, selecting or reading information on a global positioning system or navigation system.
 - b. Pressing a single button to initiate or terminate a voice communication using a mobile telephone.
 - c. Using a device capable of performing multiple functions, including, but not limited to, fleet management systems, dispatching devices, citizens band radios and music players, for a purpose that is not prohibited by law.

Use a handheld mobile telephone or other electronic device –^[4]

1. Using at least one (1) hand to hold a mobile telephone to conduct a voice communication.
2. Dialing or answering a mobile telephone by pressing more than a single button.

3. Reaching for a mobile telephone in a manner that requires a driver to maneuver so that the driver is no longer in a seated driving position, restrained by a seat belt.

Authority

The Joint Operating Committee shall implement a drug use and alcohol misuse prevention program for employees who are required to hold a commercial driver's license and who perform safety-sensitive functions in accordance with federal and state laws and regulations. [6][7][8][9]

All contracted transportation providers shall implement a drug use and alcohol misuse prevention program in accordance with federal law and regulations. [10]

Covered drivers shall observe all state and federal laws and Pennsylvania Department of Transportation regulations governing traffic safety and school bus and commercial motor vehicle operation.

The Joint Operating Committee prohibits covered drivers from texting and from using a handheld mobile telephone or other electronic device while driving a school bus or commercial motor vehicle except when it is necessary to communicate with law enforcement officials or other emergency services. [2][3][11][12]

Delegation of Responsibility

The Director or designee shall develop administrative regulations to implement this policy and the requirements of law, which include the following components:

1. Selecting and contracting with a qualified medical review officer, substance abuse professional, a certified laboratory and other service agents as necessary. [13]
2. Establishment of procedures for required testing of covered drivers. [14]
3. Maintenance of the confidentiality of all aspects of the testing process. [8]
4. Delegation of responsibility for monitoring employee compliance with the provisions of Joint Operating Committee policy and administrative regulations, including but not limited to, an annual query of the Federal Motor Carrier Safety Administration's Commercial Driver's License Drug and Alcohol Clearinghouse. [15]
5. Designation of an employee responsible for receiving and handling results of drug and alcohol tests. [16]
6. Implementation of procedures for the query, preparation, maintenance, reporting, retention and disclosure of records, as required by law. [15][17]
7. Distribution to affected employees of information and materials relevant to Joint Operating Committee policies and administrative regulations regarding drug and alcohol testing. [18]
8. Distribution to affected employees of information and materials relevant to individuals or organizations that can provide counseling and treatment for drug and/or alcohol problems.

The Director or designee shall provide each driver, upon hire or transfer, with:

1. This policy and its accompanying administrative regulations; and [18]
2. Educational materials that explain the state and federal requirements related to misuse of alcohol and use of controlled substances. [18]

The Director or designee shall also provide notice to representatives of employee organizations of the availability of this information. [18]

-IMPORTANT NOTE: There is language preceded by brackets in the Delegation of Responsibility section which should be used to ensure the correct administrator is named as the contact person. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting the Director, but this is a local decision.

The Joint Operating Committee designates the

{ } Director

{ } Assistant Director

{ } Director of Transportation

{ } Director of Human Resources

{ } Other _____

to be the contact person for questions about the drug use and alcohol misuse program. [18]

Guidelines

Employment Requirements

All covered drivers shall comply with the requirements for background checks/certifications and employment history reviews in accordance with applicable law, Joint Operating Committee policy and administrative regulations. These requirements are addressed separately in Joint Operating Committee policy 304 for drivers employed by the school and Joint Operating Committee policy 818 for drivers employed by an independent contractor. [10][19][20][21][22][23]

Prior to employment by the school as a covered driver or transfer to a covered driver position, the school shall obtain the following information in accordance with federal and state laws and regulations:

1. Alcohol and drug testing information from previous U.S. Department of Transportation-regulated employers during the past three (3) years with the covered driver's written consent. [15][24][25][26]

2. Commercial motor vehicle employment information for the past ten (10) years. [\[27\]](#)[\[28\]](#)

Additional Documentation -

Prior to employment by the school as a covered driver or transfer to a covered driver position, and at least once each school year, the Director or designee shall:

1. Obtain a copy of a valid commercial driver's license indicating the appropriate endorsements from the covered driver; [\[29\]](#)
2. Obtain a copy of a Commonwealth of Pennsylvania School Bus Driver's Physical Examination Form from the covered school bus driver; [\[30\]](#)
3. Obtain a copy of a current Pennsylvania School Bus Endorsement card from the covered school bus driver; [\[30\]](#)
4. Review each covered driver's driving record to determine whether the driver meets the minimum requirements for safe driving and is not disqualified to operate a commercial motor vehicle. [\[31\]](#)[\[32\]](#)

Prior to employment by the school as a covered driver or transfer to a covered driver position, and every two (2) years, the Director or designee shall obtain a valid Medical Examiner's Certificate, if applicable. [\[33\]](#)

Reporting Requirements -

-IMPORTANT NOTE: There is language preceded by brackets which would insert the contract carrier in the Reporting Requirements section. It should be determined if these options are in accordance with CTC [practice or wishes](#). **If this language is desired, please be sure to place an X in the brackets to indicate this language should be included. If this language is not desired, please strike or delete this language.**

Covered drivers shall report misconduct in accordance with Joint Operating Committee policy 317 for drivers employed by the school and Joint Operating Committee policy 818 for drivers employed by an independent contractor. [\[10\]](#)[\[20\]](#)[\[21\]](#)[\[34\]](#)

Covered drivers using controlled substances prescribed for therapeutic purposes by a licensed medical practitioner shall submit the practitioner's written statement that the prescribed substance will not adversely affect the employee's ability to safely operate a school bus or commercial motor vehicle. [\[35\]](#)

Covered drivers shall also inform their supervisors of any use of drug(s) or medication(s) for which the packaging includes warnings that, "marked drowsiness may occur and/or be careful when driving a motor vehicle or operating machinery." [\[35\]](#)

A covered driver charged with or issued a citation for violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Director or designee

{ } and the contract carrier

in writing before the end of the business day following the day the covered driver is charged or cited. Notice is required no matter what type of vehicle the driver was driving.

A covered driver who is convicted of violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Director or designee

{ } and the contract carrier

in writing of the conviction within thirty (30) days of the date of conviction. Notice is required no matter what type of vehicle the driver was driving. [\[27\]](#)[\[28\]](#)

Any covered driver whose operating privilege is suspended, revoked or canceled by any state, who loses the privilege to drive a school bus or commercial motor vehicle in any state for any period, or who is disqualified from driving a school bus or commercial motor vehicle for any period, shall notify the Director or designee

{ } and the contract carrier

immediately upon reporting to work for the next scheduled shift following the notice of the suspension, revocation, cancellation, loss or disqualification. [\[27\]](#)[\[28\]](#)

Failure to comply with the reporting requirements may result in disciplinary action, up to and including termination.

Controlled Substances and Alcohol

Drug and Alcohol Testing -

The school shall require covered drivers to submit to the following drug and alcohol tests in accordance with state and federal laws and regulations: pre-employment, random, post-accident, reasonable suspicion, return-to-work and follow-up. [\[6\]](#)[\[7\]](#)[\[8\]](#)[\[14\]](#)[\[36\]](#)[\[37\]](#)

Prohibited Conduct -

Covered drivers shall not use medical marijuana products.

Covered drivers shall not ingest hemp products or otherwise use hemp products in a way that may result in absorption of hemp or hemp residue into the body.

A covered driver shall not report for duty, drive, operate or be in the actual physical control of the movement of a school bus or commercial motor vehicle under the following circumstances:

1. While using or while having any amount of alcohol present in the body, including medications containing alcohol. [\[30\]](#)[\[38\]](#)[\[39\]](#)

2. While under the influence of a controlled substance, or the combined influence of alcohol and a controlled substance or substances. [\[35\]](#)[\[40\]](#)[\[41\]](#)

3. After consuming alcohol or a controlled substance within the previous eight (8) hours for school bus drivers and within the previous four (4) hours for commercial motor vehicle drivers. [\[30\]](#)[\[42\]](#)

An exception shall be made for therapeutic use of prescribed controlled substances used by a covered driver when the driver has submitted in advance a licensed medical practitioner's written statement that the prescribed substance will not adversely affect the driver's ability to safely operate a school bus or commercial motor vehicle. [\[35\]](#)

A covered driver required to take a post-accident test shall not use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident test, whichever occurs first. [\[43\]](#)

A covered driver shall not refuse to submit to a required test for drugs or alcohol. [\[1\]](#)[\[36\]](#)[\[44\]](#)[\[45\]](#)

Consequences/Discipline -

The school shall remove a covered driver from performing safety-sensitive functions under the following circumstances:

1. A verified positive drug test result; [\[46\]](#)[\[47\]](#)
2. A verified adulterated or substituted drug test result; [\[46\]](#)[\[47\]](#)
3. An alcohol test result of 0.04 or higher; or [\[47\]](#)[\[48\]](#)
4. A refusal to submit to a post-accident, random, reasonable suspicion, return-to-duty or follow-up test. [\[44\]](#)

The school shall place a school bus driver who drives, operates or is in physical control of a school bus out of service for thirty (30) days if the school bus driver has any detectable amount of alcohol in his/her system. [\[36\]](#)[\[39\]](#)

The school shall remove a commercial motor vehicle driver who is tested and is found to have an alcohol concentration of 0.02 or greater but less than 0.04 until the start of the driver's next regularly scheduled duty period that is at least twenty-four (24) hours following administration of the test. [\[49\]](#)

A covered driver employed by the school who violates Joint Operating Committee policy or administrative regulations and tests positive for drugs or alcohol shall be subject to disciplinary action, up to and including termination, and shall be provided with a list of qualified substance abuse professionals.

Consistent with contractual and legal requirements, a determination shall be made as to the appropriate disciplinary action for a covered driver who violates Joint Operating Committee policy or administrative regulations. Nothing in this policy shall limit the Joint Operating Committee's authority to impose discipline, including discharge.

If the school permits a covered driver who has been removed from performing safety-sensitive functions to return to a safety-sensitive function, the school shall ensure that the covered driver has been evaluated by a qualified substance abuse professional and has successfully completed the return-to-duty process before returning to a safety-sensitive function. [\[47\]](#)[\[50\]](#)

Maintenance of Records

The school shall maintain records of its drug use and alcohol misuse prevention program in compliance with federal regulations, and in accordance with the school's records retention schedule. [\[15\]](#)[\[17\]](#)[\[51\]](#)[\[52\]](#)[\[53\]](#)

Drug and alcohol records shall be confidential, and shall only be released in accordance with applicable law. [\[54\]](#)[\[55\]](#)[\[56\]](#)

Statistical records and reports shall be maintained and made available to the Federal Highway Administration for inspection or audit in accordance with federal regulations. [\[54\]](#)[\[57\]](#)

Acknowledgment of Receipt

Each covered driver shall sign a statement certifying that s/he has received a copy of this policy and its accompanying administrative regulations. [\[18\]](#)

The school shall keep the original signed statement in the personnel file of the covered driver employed by the school and provide a copy to the driver. [\[18\]](#)

Training

Covered drivers shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for other school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which covered drivers should also receive that training. [\[58\]](#)

The school shall ensure that employees who supervise covered drivers receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. Such training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use. [\[59\]](#)

NOTES:

The Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – does not authorize "medical marijuana" under a state law to be a valid medical explanation for a transportation employee's positive drug test result.

Qualifications of bus drivers – 1361, 1365, Title 67 Sec. 71.1 et seq.

If center (school) has three (3) employee sections, remember to change the policy cites in the policy and references.

2. 49 CFR 392.80
3. 75 Pa. C.S.A. 1621
4. 75 Pa. C.S.A. 1622
5. 75 Pa. C.S.A. 102
6. 49 CFR Part 382
7. 49 CFR Part 40
8. 49 U.S.C. 31306
9. 67 PA Code 229.14
10. Pol. 818
11. 49 CFR 392.82
12. 75 Pa. C.S.A. 3316
13. 49 CFR 40.15
14. 49 CFR 382.105
15. 49 CFR 382.701
16. 49 CFR 40.3
17. 49 CFR 382.401
18. 49 CFR 382.601
19. 23 Pa. C.S.A. 6344
20. 23 Pa. C.S.A. 6344.3
21. 24 P.S. 111
22. 24 P.S. 111.1
23. Pol. 304
24. 49 CFR 382.413
25. 49 CFR 382.703
26. 49 CFR 40.25
27. 49 U.S.C. 31303
28. 75 Pa. C.S.A. 1604
29. 75 Pa. C.S.A. 1606
30. 67 PA Code 71.3
31. 49 CFR 391.25
32. 49 U.S.C. 31304
33. 49 CFR 391.41
34. Pol. 317
35. 49 CFR 382.213
36. 75 Pa. C.S.A. 1613
37. 75 Pa. C.S.A. 3756
38. 49 CFR 382.205
39. 75 Pa. C.S.A. 1612
40. 75 Pa. C.S.A. 1603
41. 75 Pa. C.S.A. 3802
42. 49 CFR 382.207
43. 49 CFR 382.209
44. 49 CFR 382.211
45. 49 CFR 40.191
46. 49 CFR 382.215
47. 49 CFR 40.23
48. 49 CFR 382.201
49. 49 CFR 382.505
50. 49 CFR 40.289
51. 49 CFR 382.705
52. 49 CFR 40.333
53. Pol. 800
54. 49 CFR 382.405
55. 49 CFR 382.723
56. 49 CFR 40.321
57. 49 CFR 382.403
58. 24 P.S. 1517
59. 49 CFR 382.603
24 P.S. 1850.1

Book	Policy Manual
Section	800 Operations
Title	Transportation - Video/Audio Recording
Code	810.2 - Retire
Status	Administrative Review
Last Reviewed	January 22, 2021

Purpose

The use of video and audio recording equipment supports efforts to maintain discipline and to ensure the safety and security of all students, staff, contractors, and others being transported on school-owned, operated, or contracted school buses or school vehicles.

Definitions

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.[\[1\]](#)

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.[\[1\]](#)

Authority

The Joint Operating Committee authorizes the use of video and audio recording on school buses and school vehicles for disciplinary and security purposes.[\[2\]](#)

The Joint Operating Committee prohibits the use of audio recording on any school bus or school vehicle that is not being used for a school-related purpose.[\[2\]](#)

Delegation of Responsibility

The Joint Operating Committee directs the Director or designee to ensure that:

- 1. Each school bus and school vehicle that is equipped with video and audio recording equipment contains a clearly posted notice informing drivers and passengers of the potential for video and audio recording.**[\[2\]](#)
- 2. This policy is posted on the school's publicly accessible website.**[\[2\]](#)
- 3. Each school year, this policy is included in the student handbook and in any other school publication that sets forth the comprehensive rules, procedures and standards of conduct.**[\[2\]](#)

Guidelines

The school shall comply with the provisions of federal and state law and regulations regarding student record requirements as applicable to the school's use and disclosure of recordings. Recordings considered part of a student's educational record shall be maintained in accordance with established student record procedures governing access, review and disclosure of student records.[\[3\]](#)[\[4\]](#)

Legal	1. 75 Pa. C.S.A. 102
	2. 18 Pa. C.S.A. 5704
	3. Pol. 113.3
	4. Pol. 216
	24 P.S. 1850.1
	Pol. 218
	Pol. 805.1
	Pol. 810

Book	Policy Manual
Section	800 Operations
Title	School Vehicle Drivers
Code	810.3 - New
Status	First Reading
Last Reviewed	January 20, 2021

Note: This policy only refers to drivers of school vehicles which do not qualify as a school bus or commercial motor vehicle. Policy 810.1 applies to school bus and commercial motor vehicle drivers.

Purpose

The Joint Operating Committee recognizes that an employee must be fit to operate a school vehicle to ensure the health and safety of students being transported. The Joint Operating Committee also recognizes that an employee impaired by drugs or alcohol who operates school vehicles or transports students poses significant risks to the safety of students and others.

Definition

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children. The term does not include a “school bus” or “commercial motor vehicle.”^[1]

Authority

The Joint Operating Committee shall implement a drug use and alcohol misuse prevention program for non-CDL drivers who operate school vehicles.

All contracted transportation providers shall implement a drug use and alcohol misuse prevention program for non-CDL drivers who operate school vehicles.^[2]

School vehicle drivers shall observe all state and federal laws and Pennsylvania Department of Transportation regulations governing traffic safety and school vehicle operation.

The Joint Operating Committee prohibits school vehicle drivers from texting and from using a handheld mobile telephone or other electronic device while driving a school vehicle except when it is necessary to communicate with law enforcement officials or other emergency services.^[3]

Delegation of Responsibility

The Director or designee shall develop administrative regulations to implement this policy and the requirements of law, which may include the following components:

1. Establishment of procedures for drug and alcohol testing of school vehicle drivers.
2. Establishment of procedures for obtaining and reviewing each school vehicle driver’s driving record to determine whether the driver meets the minimum requirements for safe driving and is not disqualified to operate a vehicle.^[4]

The Director or designee shall provide each driver, upon hire or transfer, with:

1. This policy and any accompanying administrative regulations; and
2. Educational materials related to misuse of alcohol and use of controlled substances.

The Director or designee shall also provide notice to representatives of employee organizations of the availability of this information.

Guidelines

School vehicle drivers shall comply with the requirements for background checks/certifications and employment history reviews in accordance with applicable law, Joint Operating Committee policy and administrative regulations. These requirements are addressed separately in Joint Operating Committee policy 304 for drivers employed by the school and Joint Operating Committee policy 818 for drivers employed by an independent contractor.^{[2][5][6][7][8][9]}

Prior to employment and at least once each school year, school vehicle drivers shall submit a copy of a valid driver’s license to the Director or designee.^[4]

Reporting Requirements

-IMPORTANT NOTE: There is language preceded by brackets which would insert the contract carrier in the Reporting Requirements section. It should be determined if these options are in accordance with CTC practice or wishes. **If this language is desired, please be sure to place an X in the brackets to indicate this language should be included. If this language is not desired, please strike or delete this language.**

School vehicle drivers shall report misconduct in accordance with Joint Operating Committee policy 317 for drivers employed by the school and Joint Operating Committee policy 818 for drivers employed by an independent contractor.^{[2][10]}

School vehicle drivers using controlled substances prescribed for therapeutic purposes by a licensed medical practitioner shall submit the practitioner’s written statement that the prescribed substance will not adversely affect the employee’s ability to safely operate a school vehicle.

School vehicle drivers shall also inform their supervisors of any use of drug(s) or medication(s) for which the packaging includes warnings that, "marked drowsiness may occur and/or be careful when driving a motor vehicle or operating machinery."

A school vehicle driver charged with or issued a citation for violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Director or designee

{ } and the contract carrier

in writing before the end of the business day following the day the school vehicle driver is charged or cited. Notice is required no matter what type of vehicle the driver was driving.

A school vehicle driver who is convicted of violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Director or designee

{ } and the contract carrier

in writing of the conviction within thirty (30) days of the date of conviction. Notice is required no matter what type of vehicle the driver was driving.

Any school vehicle driver whose operating privilege is suspended, revoked, canceled or recalled by any state, shall notify the Director or designee

{ } and the contract carrier

immediately upon reporting to work for the next scheduled shift following the notice of the suspension, revocation, cancellation, loss or disqualification.^[4]

Controlled Substances and Alcohol

-IMPORTANT NOTE: There is optional language for school entities to choose which types of drug and alcohol testing they conduct preceded by brackets in the Controlled Substances and Alcohol section. It should be determined if these options are in accordance with CTC practice or wishes. **If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language.**

{ } **Drug and Alcohol Testing -**

[REMOVE BOTH PARAGRAPHS BELOW IF DRUG AND ALCOHOL TESTING IS NOT REQUIRED FOR SCHOOL VEHICLE DRIVERS]

{ } The school shall require school vehicle drivers to submit to the following drug and alcohol tests:

{ } pre-employment

{ } random

{ } post-accident

{ } reasonable suspicion

{ } return-to-work

{ } follow-up.

{ } The drug and alcohol testing program for school vehicle drivers shall be completely separate from the drug and alcohol testing program for covered drivers. The school shall not use the *Federal Drug Testing Custody and Control Form* or the *Department of Transportation Alcohol Testing Form* in its drug and alcohol testing program for school vehicle drivers.^[11]

Prohibited Conduct -

School vehicle drivers shall not use medical marijuana products.

School vehicle drivers shall not ingest hemp products or otherwise use hemp products in a way that may result in absorption of hemp or hemp residue into the body.

A school vehicle driver shall not report for duty, drive, operate or be in the actual physical control of the movement of a school vehicle under the following circumstances:

1. While using or while having any amount of alcohol present in the body, including medications containing alcohol.^[12]
2. While under the influence of a controlled substance or combination of controlled substances, or the combined influence of alcohol and a controlled substance or substances.^[13]
3. After consuming alcohol or a controlled substance within the previous eight (8) hours.

An exception shall be made for therapeutic use of prescribed controlled substances used by a school vehicle driver when the driver has submitted in advance a licensed medical practitioner's written statement that the prescribed substance will not adversely affect the driver's ability to safely operate a school vehicle.

Consequences/Discipline -

The school shall place a school vehicle driver who drives, operates or is in physical control of a school vehicle out of service for thirty (30) days if the school vehicle driver:^{[4][12]}

1. Has any detectable amount of alcohol in his/her system; or
2. Refuses to take a test to determine his/her alcohol content.

A school vehicle driver who refuses to take a drug or alcohol test required pursuant to Joint Operating Committee policy and administrative regulations has not refused to take a Department of Transportation (DOT)-test.[\[14\]](#)[\[15\]](#)

Consistent with contractual and legal requirements, a determination shall be made as to the appropriate disciplinary action for a school vehicle driver who violates Joint Operating Committee policy or administrative regulations. Nothing in this policy shall limit the Joint Operating Committee's authority to impose discipline, including discharge.

Maintenance of Records

Drug and alcohol test information for school vehicle drivers shall be maintained separate from test information for covered drivers, such information shall be treated as confidential and shall only be released in accordance with law.[\[11\]](#)

Drug and alcohol test information for school vehicle drivers shall not be included on the U.S. Department of Transportation Drug and Alcohol Testing MIS Data Collection Form.

Acknowledgment of Receipt

Each school vehicle driver shall sign a statement certifying that s/he has received a copy of this policy and its accompanying administrative regulations.

The school shall keep the original signed statement in the school vehicle driver's personnel file and provide a copy to the driver.

Training

School vehicle drivers shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for other school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which school vehicle drivers should also receive that training.

Legal

1. 75 Pa. C.S.A. 102
2. Pol. 818
3. 75 Pa. C.S.A. 3316
4. 75 Pa. C.S.A. 1606
5. 23 Pa. C.S.A. 6344
6. 23 Pa. C.S.A. 6344.3
7. 24 P.S. 111
8. 24 P.S. 111.1
9. Pol. 304
10. Pol. 317
11. 49 CFR 40.13
12. 75 Pa. C.S.A. 1612
13. 75 Pa. C.S.A. 3802
14. 49 CFR 40.191
15. 49 CFR 40.261
- 24 P.S. 1850.1
- 23 Pa. C.S.A. 6301 et seq
- 75 Pa. C.S.A. 1601 et seq
- 67 PA Code 71.3
- 49 CFR Part 40
- Pol. 351

Book	Policy Manual
Section	800 Operations
Title	Bonding
Code	811
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

Prudent trusteeship of the school’s resources dictates that employees responsible for the safekeeping of school funds be bonded.

Authority

The Joint Operating Committee directs that the school shall be indemnified against loss of money by bonding **each** employee **required to be bonded by policy or by law**. The **Joint** Operating Committee shall bear the cost of bonds **for designated employees**.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Enumeration and valuation on such bonds shall be determined annually.

All other employees shall be covered under a blanket bond.

The amount of each bond shall be commensurate with the financial responsibility of the position.

Legal	1. 24 P.S. 409
	2. 24 P.S. 431
	3. 24 P.S. 436
	4. 24 P.S. 684
	5. 24 P.S. 1850.1

Book	Policy Manual
Section	800 Operations
Title	Property Insurance
Code	812
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

The **Joint** Operating Committee recognizes its responsibility under law to insure the real **and** personal property of the school.

Authority

The **Joint** Operating Committee has the authority and responsibility to provide adequate insurance coverage to protect the school's interests in its buildings and properties. **Such coverage shall insure for** actual cost value and/or replacement cost.[\[1\]](#)[\[2\]](#)

In placing insurance, the Joint Operating Committee shall be guided by the service of an insurance agent, scope of coverage provided, price of desired coverage and assurance of coverage.

-IMPORTANT NOTE: There is new language regarding the appointment of an administrator who shall be responsible for these insurance needs preceded by brackets in the Authority section. Please determine which option is in accordance with CTC [practice or wishes](#). **Please place an X in the appropriate brackets to indicate the desired option.** PSBA recommends selecting the "an insurance advisor, who may be the Agent of Record", but this is a local decision. This choice must be consistent between policies 812 and 813.

The Joint Operating Committee shall appoint

(☒ **X an insurance advisor, who may be the Agent of Record.**

(☐ **) an insurance committee.**

(☐ **) a broker of record.**

Legal	1. 24 P.S. 774
	2. 24 P.S. 1850.1

Book	Policy Manual
Section	800 Operations
Title	Other Insurance
Code	813
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

Proper operation **of the** school requires that adequate, basic insurance programs be provided for the protection of the school and its employees.

Authority

The **Joint** Operating Committee has the authority and responsibility to provide adequate insurance coverage to protect the school's interests.[\[1\]](#)[\[2\]](#)

The Joint Operating Committee shall offer insurance coverage to administrators and regularly employed **school staff members in accordance with state and federal law, and provisions of any applicable administrative compensation plan, individual contract, collective bargaining agreement, employee handbook, or a Joint Operating Committee resolution.**[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

In placing insurance, the Joint Operating Committee shall be guided by the service of an insurance agent, scope of coverage provided, price of desired coverage, and assurance of coverage.

-IMPORTANT NOTE: There is new language regarding the appointment of an administrator who shall be responsible for these insurance needs preceded by brackets in the Authority section. Please determine which option is in accordance with CTC [practice or wishes](#). **Please place an X in the appropriate brackets to indicate the desired option.** PSBA recommends selecting the "an insurance advisor, who may be the Agent of Record", but this is a local decision. This choice must be consistent between policies 812 and 813.

{X } **The Joint Operating Committee shall appoint**

(X **an insurance advisor, who may be the Agent of Record.**

() **an insurance committee.**

() **a broker of record.**

Legal	1. 24 P.S. 513
	2. 24 P.S. 774
	3. 24 P.S. 1850.1
	4. 29 U.S.C. 1161-1169

Book	Policy Manual
Section	800 Operations
Title	Copyright Material
Code	814
Status	First Reading
Last Reviewed	January 20, 2021

Authority

The **Joint** Operating Committee **emphasizes** that **federal law** makes it illegal for anyone to duplicate copyrighted materials without permission. The **Joint** Operating Committee **acknowledges** that severe penalties are provided for unauthorized copying of audio, visual, **software, online** or printed materials unless the copying falls within the bounds of the fair use doctrine. [\[1\]](#).

Definition

Under the **fair use doctrine**, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. **In order for the** duplication or **alteration of** a product to fall within the bounds of fair use, four **(4)** standards must be met:

1. Purpose And Character Of The Use – The use must be for such purposes as teaching or scholarship and must be nonprofit.
2. Nature Of The Copyrighted Work – Staff may make single copies of: book chapters for use in research, instruction or preparation for teaching; articles from periodicals or newspapers; short stories, essays or poems; and charts, graphs, diagrams, drawings, cartoons or pictures from books, periodicals or newspapers.
3. Amount And Substantiality Of The Portion Used – Copying the whole of a work cannot be considered fair use; copying a small portion may be **considered fair use** if **appropriate** guidelines are followed.
4. Effect Of The Use Upon The Potential Market For Or Value Of The Copyrighted Work – If resulting economic loss to the copyright holder can be shown, making even a single copy of certain materials may be an infringement; and making multiple copies presents the danger of greater penalties.

Delegation of Responsibility

Staff may make copies of **the** school's copyrighted materials that fall within **established administrative regulations**. Where there is reason to believe the material to be copied does not fall within **the administrative regulations**, prior permission shall be obtained from the **Director**.

Staff members who fail to **adhere to** this policy may be held personally liable for copyright infringement.

Staff members shall be responsible for instructing students in fair copyright practices and academic integrity, including guidance on citing resources appropriately.

Legal	1. 17 U.S.C. 101 et seq
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Book	Policy Manual
Section	800 Operations
Title	Acceptable Use of Internet, Computers and Network Resources
Code	815
Status	First Reading
Last Revised	February 11, 2021

Purpose

The **Joint** Operating Committee supports use of the computers, Internet and other network **resources** in the school’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 school provides students, staff and other authorized individuals with access to the school’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 school 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 school of the content, nor does the school guarantee the accuracy of information received. The school 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 school shall not be responsible for any unauthorized charges or fees resulting from access to the Internet **or other network resources**.

The Joint Operating Committee declares that computer and network use is a privilege, not a right. The school's computer and network resources are the property of the school. Users shall have no expectation of privacy in anything they create, store, send, delete, receive or display on or over the school's Internet, computers or network resources, including personal files or any use of the school's Internet, computers or network resources. The school reserves the right to monitor, track, and log network access and use; monitor files server space utilization by users; or deny access to prevent unauthorized, inappropriate or illegal activity and may revoke access privileges and/or administer appropriate disciplinary action. The school 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 school's Internet, computers and network resources. [6][7][8]

The Joint Operating Committee requires all users to fully comply with this policy and to immediately report any violations or suspicious activities to the Director or designee.

The JOC is granted the right to determine what sort of content is specifically inappropriate to minors by 47 USC 254; this list should be included in the adopted policy. Such a list has been added to the Authority section, please review and revise as necessary. **IMPORTANT NOTE: There is a space in this list to add additional items as the CTC wishes.**

The Joint Operating Committee 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]
7. { } _____ (specify others).

The school reserves the right to restrict access to any Internet sites or functions it deems inappropriate through established Joint Operating Committee policy, or the use of software and/or online server blocking. Specifically, the school 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 Director 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 Director or designee for expedited review. [3][15]

Delegation of Responsibility

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

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

Users of school networks or school-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 school uses monitoring systems to monitor and detect inappropriate use and tracking systems to track and recover lost or stolen equipment.

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 school and on the Internet.

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

The Director or designee shall be responsible for recommending technology and developing procedures used to determine whether the school'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 Joint Operating Committee.
2. Maintaining and securing a usage log.
3. Monitoring online activities of minors.

The Director 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 school'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 **Joint Operating Committee** 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 Joint Operating Committee 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, school 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 school 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]

School Website

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

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

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, school 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	Third Party Remote Access
Code	815.1 - Recommended to Retire
Status	Administrative Review
Last Reviewed	January 22, 2021

-The original CTC policy, 815.1, Third Party Remote Access, has not been included in the draft policy manual. It is unclear which third parties and what sort of connections are being referred to in policy. This language is also a bit procedural, not recommended for policy, and might be better retained as an administrative regulation or other guideline. The original policy was also last reviewed in 2010, and may no longer be in accordance with CTC practices. **A draft of said policy can be created in the web-based system for consideration or JOC review at request.** It is recommended the JOC vote to retire policy 815.1.

Book	Policy Manual
Section	800 Operations
Title	Contracted Services Personnel
Code	818
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

In its effort to provide cost-effective programs, the **Joint** Operating Committee **uses outside independent contractors for a variety of purposes. The school is required to ensure that such contractors comply with certain legal requirements regarding contractor employees involved in the delivery of services to the school.** This policy is **adopted to outline those requirements and the manner in which the school shall direct and monitor contractor compliance.**

Definitions

For purposes of this policy, contractor employee shall include an individual who:

- 1. Is employed or offered employment by an independent contractor or a subcontractor of an independent contractor, or is an individual independent contractor; and**
- 2. Has or will have direct contact with children.**

Direct Contact with Children - the possibility of care, supervision, guidance or control of children or routine interaction with children.[\[1\]](#)

For purposes of this policy, independent contractor shall mean an individual or entity that contracts with the school to provide services.

Authority

The **school** is required by law to ensure that independent contractors and **contractor** employees comply with the mandatory background check requirements for criminal history and child abuse **certifications, the employment history review requirement, and the arrest and conviction reporting requirements.**[\[2\]](#)[\[3\]](#)[\[4\]](#)

Guidelines

Prior to using contracted services, a written contractual agreement shall be entered into between the school and the independent contractor and maintained centrally by the school in a manner similar to that for other contracts. Requests for proposals, bid specifications for proposals and resulting contracts shall specify the following:

- 1. Mandatory requirements for criminal history background checks, child abuse certifications, employment history reviews, and arrest and conviction reporting for contracted services involving direct contact with children, as mandated by law and set forth in this policy.**[\[5\]](#)
- 2. A requirement that all contracted transportation providers provide a program of drug and alcohol testing for covered drivers. A covered driver shall include any contractor employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial vehicle owned, leased or operated by the independent contractor in connection with school programs and services.**[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)^[10]
- 3. That failure to comply with this policy and the requirements for criminal history background checks and child abuse certifications, employment history reviews, and required reporting of employee arrests, convictions or other misconduct by an independent contractor or contractor employee shall be grounds for termination of the contract.**

The Director or designee shall review all information provided pursuant to this policy and determine if information is disclosed that precludes employment or continued service of an independent contractor or contractor employee.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[11\]](#)

Information submitted by an independent contractor or contractor employee in accordance with this policy shall be maintained centrally in a manner similar to that for school employees.

Pre-Employment Requirements

Employment History Review -

Independent contractors shall conduct an employment history review, in compliance with state law, prior to assignment of a contractor employee to perform work for the school in a position or assignment involving direct contact with children. The independent contractor may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment of a current contractor employee and may report the information as permitted by law.[\[4\]](#)

Independent contractors shall inform the school, in writing, upon receipt of an affirmative response to any of the abuse and sexual misconduct background questions for a contractor employee. If the school objects to the assignment, the independent contractor may not assign the contractor employee to the school.[\[4\]](#)

Independent contractors shall, upon request, provide the school to which a contractor employee is assigned access to the employee's employment history review records.

Criminal History -

Prior to assignment of contractor employees to perform work for the school in a position or assignment involving direct contact with children, contractor employees shall submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as required by law.[\[2\]](#)[\[3\]](#)

Contractor employees shall report, on the designated form, all arrests and convictions as specified on the form. Contractor employees 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/contract, termination if already hired/contracted, and/or criminal prosecution.[3]

Tuberculosis Test -

Contractor employees providing services for students shall undergo a test for tuberculosis in accordance with the regulations and guidance of the Pennsylvania Department of Health.[12][13]

Arrest and Conviction Reporting Requirements

All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the school and who have direct contact with children, to notify the independent contractor, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law. Contractor employees shall also be required to report to the independent contractor, within seventy-two (72) hours of notification, that the employee has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law. The policies and procedures shall also include the provision that the failure on the part of contractor employees to make such a timely notification shall subject them to disciplinary action, including termination.[3][11]

If the independent contractor receives notice of such arrest or conviction or that the contractor employee has been named as a perpetrator in a founded or indicated report, from either the contractor employee or a third party, the independent contractor shall immediately report, in writing, that information to the Director or designee.

The independent contractor shall immediately require a contractor employee to submit new certifications when there is a reasonable belief that the employee was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.[3][11]

-IMPORTANT NOTE: There is language regarding contracted transportation providers preceded by brackets in the Arrest and Conviction Reporting Requirements section. It should be determined if this option is in accordance with CTC practice or wishes. **If this language is desired, please be sure to place an X in the brackets to indicate this language should be included. If this language is not desired, please strike or delete this language.**

{ } Contractor employees who provide transportation services shall immediately notify the independent contractor and the school's transportation supervisor of any traffic citations or the suspension, revocation or cancellation of operating privileges.[14]

Educator Misconduct

If the Director reasonably suspects that conduct being reported involves an incident required to be reported under the Educator Discipline Act, the Director or designee shall notify the Pennsylvania Department of Education, in accordance with applicable law, regulations and Joint Operating Committee policy 317.1.[15][16]

Training

Independent contractors shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:[1]

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.
2. Provisions of the Educator Discipline Act, including mandatory reporting requirements.[17]
3. School policy related to reporting of suspected abuse and sexual misconduct.[18]
4. Maintenance of professional and appropriate relationships with students.[19]

Employees of independent contractors who have direct contact with children are required to complete a minimum of three (3) hours of training every five (5) years.[1]

Contractor employees shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which contractor employees should also receive that training.

Child Abuse Reporting

All contractor employees who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with applicable law, Joint Operating Committee policy and administrative regulations.[18][20]

Confidentiality

No contractor employee shall be permitted access to confidential student information unless the school has determined that such access is necessary for the contractor employee to fulfill his/her responsibilities. Contractor employees with access to confidential student information shall maintain the confidentiality of that information in accordance with Joint Operating Committee policies and procedures and applicable law. If a contractor employee has questions about the confidentiality of student information, the contractor employee should consult with the building administrator.[21][22]

1. 24 P.S. 1205.6
2. 23 Pa. C.S.A. 6344
3. 24 P.S. 111
4. 24 P.S. 111.1
5. 55 PA Code 3490.132
6. 49 CFR Part 382
7. 67 PA Code 71.3
8. 75 Pa. C.S.A. 1612
9. 75 Pa. C.S.A. 3802
10. Pol. 810.1
11. 23 Pa. C.S.A. 6344.3
12. 24 P.S. 1418
13. 28 PA Code 23.44
14. 75 Pa. C.S.A. 1606
15. 24 P.S. 2070.9a
16. Pol. 317.1
17. 24 P.S. 2070.1a et seq
18. Pol. 806
19. Pol. 824
20. 23 Pa. C.S.A. 6311
21. Pol. 113.3
22. Pol. 216
- 24 P.S. 1362
- 22 PA Code 8.1 et seq
- 23 Pa. C.S.A. 6301 et seq
- 75 Pa. C.S.A. 1601 et seq
- Pol. 610
- Pol. 810

Book	Policy Manual
Section	800 Operations
Title	Suicide Awareness, Prevention and Response
Code	819 - Retire new Volume
Status	Administrative Review
Adopted	September 24, 2015
Last Reviewed	January 22, 2021

Purpose

The Joint Operating Committee is committed to protecting the health, safety and welfare of its students and school community. This policy supports federal, state and local efforts to provide education on youth suicide awareness and prevention; establish methods of prevention, intervention, and response to suicide or suicide attempt; and to promote access to suicide awareness and prevention resources.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Authority

In compliance with state law and regulations, and in support of the Erie County Technical School's suicide prevention measures, information received in confidence from a student may be revealed to the student's parents/guardians, the building principal or other appropriate authority when the health, welfare or safety of the student or any other person is deemed to be at risk.[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

Guidelines

The Erie County Technical School (ECTS) shall utilize a multifaceted approach to suicide prevention which integrates school and community-based supports.

The Erie County Technical School shall notify the Erie County Technical School employees, students and parents/guardians of this policy and shall post the policy on the ECTS website.[\[1\]](#)

SUICIDE AWARENESS AND PREVENTION EDUCATION[\[1\]](#)

Protocols for Administration of Student Education

Students shall receive age-appropriate education on the importance of safe and healthy choices, coping strategies, how to recognize risk factors and warning signs, as well as help-seeking strategies for self or others including how to engage ECTS and Home School resources and refer friends for help.

Lessons shall contain information on comprehensive health and wellness, including emotional, behavioral and social skills development.

Protocols for Administration of Employee Education

All Erie County Technical School employees, including but not limited to secretaries and custodians, shall receive information regarding risk factors, warning signs, response procedures, referrals, and resources regarding youth suicide prevention.

As part of the Erie County Technical School's professional development plan, professional educators in school buildings serving students in grades six (6) through twelve (12) shall participate in four (4) hours of youth suicide awareness and prevention training every five (5) years.[\[1\]](#)[\[10\]](#)

Additional professional development in risk assessment and crisis intervention shall be provided to guidance counselors, ECTS mental health professionals and school nurses.

Resources for Parents/Guardians

The Erie County Technical School may provide parents/guardians with resources including, but not limited to, health promotion and suicide risk, including characteristics and warning signs; and information about local behavioral/mental health resources.

METHODS OF PREVENTION[\[1\]](#)

The methods of prevention utilized by the Erie County Technical School include, but are not limited to, early identification and support for students at risk; education for students, staff and parents/guardians; and delegation of responsibility for planning and coordination of suicide prevention efforts.

Suicide Prevention Coordinator

A suicide prevention coordinator shall be designated by the Administrative Director to act as a point of contact for issues relating to suicide. This may be an existing Erie County Technical School employee. The ECTS suicide prevention coordinator shall be responsible for planning and coordinating implementation of this policy.

Early Identification Procedures

Early identification of individuals with one (1) or more suicidal risk factors or of individuals exhibiting warning signs is crucial to the Erie County Technical School's suicide prevention efforts. To promote awareness, ECTS employees, students and parents/guardians should be educated about suicidal risk factors and warning signs.

Risk factors refer to personal or environmental characteristics that are associated with suicide including, but not limited to:

- Behavioral Health Issues/Disorders:
 - Depression.

- Substance abuse or dependence.
- Previous suicide attempts.
- Self injury.
- Personal Characteristics:
 - Hopelessness/Low self-esteem.
 - Loneliness/Social alienation/isolation/lack of belonging.
 - Poor problem-solving or coping skills.
 - Impulsivity/Risk-taking/recklessness.
- Adverse/Stressful Life Circumstances:
 - Interpersonal difficulties or losses.
 - Disciplinary or legal problems.
 - Bullying (victim or perpetrator).
 - School or work issues.
 - Physical, sexual or psychological abuse.
 - Exposure to peer suicide.
- Family Characteristics:
 - Family history of suicide or suicidal behavior.
 - Family mental health problems.
 - Divorce/Death of parent/guardian.
 - Parental-Child relationship.

Warning signs are indications that someone may be in danger of suicide, either immediately or in the near future. Warning signs include, but are not limited to:

- Expressions such as hopelessness, rage, anger, seeking revenge, feeling trapped, anxiety, agitation, no reason to live or sense of purpose.
- Recklessness or risky behavior.
- Increased alcohol or drug use.
- Withdrawal from friends, family, or society.
- Dramatic mood changes.

Referral Procedures

Any Erie County Technical School employee who has identified a student with one (1) or more risk factors or who has an indication that a student may be contemplating suicide, shall refer the student for further assessment and intervention.

Documentation

The Erie County Technical School shall document the reasons for referral, including specific warning signs and risk factors identified as indications that the student may be at risk.

METHODS OF INTERVENTION[\[1\]](#)

The methods of intervention utilized by the Erie County Technical School include, but are not limited to, responding to suicide threats, suicide attempts in the school, suicide attempts outside of the school, and completed suicide. Suicide intervention procedures shall address the development of an emotional or mental health safety plan for students identified as being at increased risk of suicide.

Procedures for Students at Risk

An Erie County Technical School approved suicide assessment instrument may be used by trained mental health staff such as counselors, psychologists, social workers.

Parents/Guardians of a student identified as being at risk of suicide shall be notified by the Erie County Technical School. If the Erie County Technical School suspects that the student's risk status is the result of abuse or neglect, the ECTS staff shall immediately notify Children and Youth Services.[\[5\]](#)

The Erie County Technical School shall identify mental health service providers to whom students can be referred for further assessment and assistance.

Mental health service providers – may include, but not be limited to, hospital emergency departments, psychiatric hospitals, community mental health centers, psychiatrists, psychologists, social workers, and primary care providers.

The Erie County Technical School shall create an emotional or mental health safety plan to support a student and the student's family if the student has been identified as being at increased risk of suicide.

Students With Disabilities

For students with disabilities who are identified as being at risk for suicide or who attempt suicide, the appropriate team shall be notified and shall address the student's needs in accordance with applicable law, regulations and Joint Operating Committee policy.[2][11][12][13][14]

If a student is identified as being at risk for suicide or attempts suicide and the student may require special education services or accommodations, the Supervisors of Instructional Support Services shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Joint Operating Committee policy.[2][11][12][13][14]

Documentation

The Erie County Technical School shall document observations, recommendations and actions conducted throughout the intervention and assessment process including verbal and written communications with students, parents/guardians and mental health service providers.

The Administrative Director or designee shall develop administrative regulations providing recommended guidelines for responding to a suicide threat.

METHODS OF RESPONSE TO SUICIDE OR SUICIDE ATTEMPT[1]

The methods of response to a suicide or a suicide attempt utilized by the Erie County Technical School include, but are not limited to:

1. Identifying and training the Erie County Technical School's crisis response/crisis intervention team.
2. Determining the roles and responsibilities of each crisis response team member.
3. Notifying students, employees and parents/guardians.
4. Working with families.
5. Responding appropriately to the media.
6. Collaborating with community providers.

The Administrative Director or designee shall develop administrative regulations with recommended guidelines for responding to a suicidal act or attempt on the Erie County Technical School grounds or during a school sponsored event.

Re-Entry Procedures

A student's excusal from attendance after a mental health crisis and the student's return to the Erie County Technical School shall be consistent with state and federal laws and regulations.[2][11][12][13][15][16]

An Erie County Technical School employed mental health professional, the building principal or suicide prevention coordinator shall meet with the parents/guardians of a student returning to the school after a mental health crisis, and, if appropriate, meet with the student to discuss re-entry and applicable next steps to ensure the student's readiness to return to ECTS.

When authorized by the student's parent/guardian, the designated ECTS school employee shall coordinate with the appropriate outside mental health care providers.

The Erie County Technical School designated employee will periodically check in, as needed, with the student to facilitate the transition back into the school community and address any concerns.

REPORT PROCEDURES[1]

Effective documentation assists in preserving the safety of the student and ensuring communication among the ECTS staff, parents/guardians and mental health service providers.

When an ECTS school employee takes notes on any conversations or situations involving or relating to an at-risk student, the notes should contain only factual or directly observed information, not opinions or hearsay.

As stated in this policy, school employees shall be responsible for effective documentation of incidents involving suicide prevention, intervention and response.

The suicide prevention coordinator shall provide the Administrative Director with a copy of all reports and documentation regarding the at-risk student. Information and reports shall be provided, as appropriate, to guidance counselors, school mental health professionals and school nurses.

SUICIDE AWARENESS AND PREVENTION RESOURCES[1]

A listing of resources regarding suicide awareness and prevention shall be attached to this policy.

1. 24 P.S. 1526
2. Pol. 103.1
3. Pol. 248
4. Pol. 249
5. Pol. 806
6. 22 PA Code 12.12
7. Pol. 207
8. Pol. 216
9. Pol. 236
10. Pol. 333
11. Pol. 113
12. Pol. 113.2
13. Pol. 113.3
14. Pol. 114
15. Pol. 117
16. Pol. 204
- Pol. 146
- Pol. 805

Book	Policy Manual
Section	800 Operations
Title	Suicide Awareness, Prevention and Response
Code	819 - New
Status	First Reading
Last Revised	January 22, 2021

Purpose

The Joint Operating Committee is committed to protecting the health, safety and welfare of its students and the school community. This policy supports the provision of a comprehensive program designed to promote behavioral health and prevent suicide.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Authority

The Joint Operating Committee directs the school to provide education on youth suicide awareness and prevention; to establish methods of prevention, intervention, and response to suicide attempt or suicide death; and to promote access to suicide awareness and prevention resources.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

The school shall notify employees, students and parents/guardians of this policy and shall post the policy on the school's website.[\[1\]](#)

Definition

Behavioral health – the promotion of emotional health; the prevention of mental illnesses and substance use disorders; and treatment and services for substance abuse, addiction, substance use disorders, mental illnesses and/or mental disorders.

Guidelines

The school shall utilize a multifaceted approach to suicide prevention which integrates school and community-based supports.

SUICIDE AWARENESS AND PREVENTION EDUCATION [\[1\]](#)

Protocols for Administration of Student Education

Students shall receive age-appropriate education on the importance of safe and healthy choices, coping strategies, how to recognize risk factors and warning signs, as well as help-seeking strategies for self or others including how to engage school resources.

IMPORTANT NOTE: There is language preceded by brackets in the list in the Protocols for Administration of Student Education section. It should be determined if these options are in accordance with CTC [practice or wishes](#). **If any of the language is desired, please be sure to place an X in the brackets to indicate such language should be included. If any language is not desired, please strike or delete such language.** PSBA *recommends* the first two items, but this is a local decision.

Lessons shall:

- 1. Contain information on comprehensive health and wellness, including emotional, behavioral and social skills development.**
- 2. {X } Inform students about broader behavioral health issues such as depression and substance abuse, as well as specific risk factors, protective factors and warning signs for suicide.**
- 3. {X } Encourage students to seek help for themselves or their peers, including when concerns arise via social media or other online forum, and to avoid making promises of confidence when they are concerned about the safety of a peer.**
- 4. {X } Adhere to safe and effective messaging guidelines, avoid graphic testimonials, and include reputable suicide prevention resources.**
- 5. {X } Promote a healthy school climate where students feel connected to and can identify trusted adults in the building.**
- 6. { } Be conducted in the classroom, not as a large group assembly.**

Protocols for Administration of Employee Education

All school employees, including but not limited to administrators, teachers, paraprofessionals, secretaries, ~~coaches, bus drivers, and custodians~~ shall receive information about risk factors, warning signs, response procedures, referrals, and resources regarding youth suicide awareness and prevention.

As part of the school's professional development plan, professional educators in school buildings serving students in grades six (6) through twelve (12) shall participate in a minimum of four (4) hours of youth suicide awareness and prevention training every five (5) years.[\[1\]](#)[\[6\]](#)

Additional professional development in suicide risk screening and/or assessment and crisis intervention shall be provided to specialized staff and the school's behavioral health professionals such as school crisis response/intervention team members, designated administrators, school counselors, school psychologists, school social workers and school nurses.

Resources for Parents/Guardians

The school may provide parents/guardians with resources including, but not limited to, health promotion and suicide risk, including characteristics and warning signs; and information about local behavioral health resources.

METHODS OF PREVENTION [\[1\]](#)

The methods of prevention utilized by the school include, but are not limited to, early identification and support for students at risk; education for students, staff and parents/guardians; and delegation of responsibility for planning and coordination of suicide prevention efforts.

In support of the school's suicide prevention mission, information received in confidence from a student may be revealed to the student's parents/guardians, the building administrator or other appropriate authority when the health, welfare or safety of the student or any other person is clearly in jeopardy.^{[7][8][9][10]}

Suicide Prevention Coordinators

A suicide prevention coordinator shall be designated by the Director to act as a point of contact for issues relating to suicide. This may be an existing school employee. The school suicide prevention coordinator shall be responsible for planning and coordinating implementation of this policy.

Early Identification Procedures

Early identification of individuals with suicide risk factors or warning signs is crucial to the school's suicide prevention efforts. To promote awareness, employees, students and parents/guardians should be educated about suicide risk factors and warning signs.

Suicide risk factors refer to personal or environmental characteristics that are associated with suicide.

Warning signs are evidence-based indicators that someone may be in danger of suicide, either immediately or in the near future.

Referral Procedures

Any employee who observes a student exhibiting a warning sign for suicide or has another indication that a student may be contemplating suicide, shall refer the student for suicide risk screening and/or assessment and intervention in accordance with school procedures.

IMPORTANT NOTE: There is language preceded by brackets in the Referral Procedures section. Please determine which option is in accordance with CTC practice or wishes. **Please place an X in the appropriate brackets to indicate the desired option.** PSBA *recommends* selecting the "school behavioral health professional" but this is a local decision. The delegated employee could be any in this list, as long as they are receiving additional training.

In the absence of a warning sign for suicide, students demonstrating suicide risk factors that appear to be adversely impacting the student should be referred to the

- ☒ school counselor
- ☐ school behavioral health professional
- ☐ Student Assistance Program
- ☒ Other sending schools student assistance program

for support and follow-up.

Documentation

The school shall document the reasons for referral, including specific warning signs and suicide risk factors identified as indications that the student may be at risk.

METHODS OF INTERVENTION ^[1]

The methods of intervention utilized by the school include, but are not limited to, responding to suicide threats, suicide attempts in school, suicide attempts outside of school, and suicide death. Suicide intervention procedures shall address the development of a safety plan for students identified as being at increased risk of suicide.

Procedures for Students at Risk

A school-approved suicide risk screening or assessment tool may be used by trained behavioral health staff such as counselors, psychologists and social workers.

Parents/Guardians of a student identified as being at risk of suicide shall be notified by the school and informed of crisis and community resources. If the school suspects that the student's risk status is the result of abuse or neglect, staff shall immediately notify Children and Youth Services.^[5]

The school shall identify behavioral health service providers to whom students can be referred for further suicide risk screening and/or assessment and assistance.

Behavioral health service providers – may include, but not be limited to, hospital emergency departments, psychiatric hospitals, community behavioral health centers, psychiatrists, psychologists, social workers and primary care providers.

If the student is identified as being at increased risk of suicide, the school shall create a new, or update a previous, safety plan to support the student and the student's family. The safety plan should be developed collaboratively with input from the student and reviewed with the student's family.

Students With Disabilities

For students with disabilities who are identified as being at risk for suicide or who attempt suicide, the appropriate team shall be notified and shall address the student's needs in accordance with applicable law, regulations and Joint Operating Committee policy.^{[3][11][12][13]}

If a student is identified as being at risk for suicide or attempts suicide and the student may require special education services or accommodations, the Director of Special Education or designee shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Joint Operating Committee policy.^{[3][11][12][13]}

Documentation

The school shall document observations, recommendations and actions conducted throughout the course of intervention, suicide risk screening and/or assessment and follow-up, including verbal and written communications with students, parents/guardians and behavioral health service providers.

The Director or designee shall develop administrative regulations providing recommended guidelines for responding to a suicide threat.

METHODS OF RESPONSE TO SUICIDE ATTEMPT OR SUICIDE DEATH [1]

The school shall maintain a trained school crisis response/crisis intervention team. Team members shall include, but not be limited to, designated administrators, school counselors, school nurse, school psychologist, social worker, School Resource Officers, members of the Student Assistance Program Team, and others as designated by the school such as community behavioral health agency resources.

Response to Suicide Attempt

Methods of response to a suicide attempt utilized by the school include, but are not limited to:

1. **Determining the roles and responsibilities of each crisis response team member.**
2. **Notifying students, employees and parents/guardians.**
3. **Working with families.**
4. **Responding appropriately to the media.**
5. **Collaborating with community providers.**

The Director or designee shall develop administrative regulations with recommended guidelines for responding to a suicide attempt on school grounds or during a school-sponsored event.

Re-Entry Procedures

A student's excusal from school attendance after a behavioral health crisis and the student's return to school shall be consistent with state and federal laws and regulations.[3][11][12][14][15]

Prior to a student returning to school after a behavioral health crisis, a school employed behavioral health professional, the building administrator or suicide prevention coordinator shall meet with the parents/guardians of the student and, if appropriate, meet with the student to ensure the student's readiness to return to school and to create an individual re-entry plan.

When authorized by the student's parent/guardian, the designated employee shall coordinate with the appropriate outside behavioral health care providers, request written documentation from the treating facility and encourage their involvement in the re-entry meeting.

The designated employee will periodically check in, as needed, with the student to monitor the student's progress, facilitate the transition back into the school community and address any concerns.

Re-entry of a student with a disability requires coordination with the appropriate team to address the student's needs in accordance with applicable law, regulations and Joint Operating Committee policy.[3][11][12][13]

Response to Suicide (Postvention)

Upon confirmation of a suicide death, the school shall immediately implement established postvention procedures which shall include methods for informing the school community; identifying and monitoring at risk youth; and providing resources and supports for students, staff and families. The school shall review any requests for memorials in accordance with school procedures.

The Director or designee shall develop administrative regulations with recommended guidelines for responding to a suicide death.

REPORT PROCEDURES [1]

Effective documentation assists in preserving the safety of the student and ensuring communication among staff, parents/guardians and behavioral health service providers.

When an employee takes notes on any conversations or situations involving or relating to an at risk student, the notes should contain only factual or directly observed information, not opinions or hearsay.

As stated in this policy, employees shall be responsible for effective documentation of incidents involving suicide prevention, intervention and response.

The suicide prevention coordinator shall provide the Director with a copy of all reports and documentation regarding the at risk student. Information and reports shall be provided, as appropriate, to guidance counselors, school behavioral health professionals and school nurses.

SUICIDE AWARENESS AND PREVENTION RESOURCES [1]

National:

- National Suicide Prevention Lifeline: **1-800-273-TALK (8255)** or visit <http://www.suicidepreventionlifeline.org/>
- Crisis Text Line: **TEXT 741-741** or visit <http://www.crisistextline.org/>
- Substance Abuse and Mental Health Services Administration (SAMHSA) Preventing Suicide: A Toolkit for High Schools <https://store.samhsa.gov/product/Preventing-Suicide-A-Toolkit-for-High-Schools/SMA12-4669>

Pennsylvania:

- [List of Crisis Intervention contact information by county.](#)
- [List of County CASSP and Children's Behavioral Health Contact Persons](#)
- [County Task Force Resources:](#) By county, available contact information is provided for crisis, the Suicide Prevention Task Force, local chapter of AFSP, and other local mental health/suicide prevention resources

National and State Organizations

National:

- American Association of Suicidology (AAS): <http://www.suicidology.org/>
- American Foundation for Suicide Prevention (AFSP): <https://www.afsp.org/>
- Suicide Prevention Resource Center (SPRC): <http://www.sprc.org/>

Pennsylvania:

- Prevent Suicide PA: <http://www.preventsuicidepa.org/>
- Jana Marie Foundation: <http://www.janamariefoundation.org/>
- Aevidum: <http://aevidum.com/cms/>
- Services for Teens at Risk (STAR-Center)
<https://www.starcenter.pitt.edu/STAR-Center-Home/1/Default.aspx>
- Pennsylvania Department of Education www.education.state.pa.us

Legal

1. 24 P.S. 1526
2. Pol. 103
3. Pol. 103.1
4. Pol. 249
5. Pol. 806
6. Pol. 333
7. 22 PA Code 12.12
8. Pol. 207
9. Pol. 216
10. Pol. 236
11. Pol. 113
12. Pol. 113.2
13. Pol. 114
14. Pol. 117
15. Pol. 204
- Pol. 146
- Pol. 805
- Pol. 911

Book	Policy Manual
Section	800 Operations
Title	Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)
Code	822
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

The Joint Operating Committee is committed to providing a **safe and** healthy environment **for the school community**.

Maintaining automated external defibrillator (AED) **units and staff trained in cardiopulmonary resuscitation (CPR) in the school enables** trained responders to deliver early defibrillation **and resuscitation** to victims **of** sudden cardiac arrest.

Authority

The Joint Operating Committee requires, except in extenuating circumstances, each school to have one (1) person certified in **the use of cardiopulmonary resuscitation (CPR) during regular school hours when the school is in session and students are present.**[\[1\]](#)

The **automated external defibrillator** (AED) units owned by **the** school **shall** be **properly maintained and located** in a secure and accessible location.

The automated external defibrillator (AED) units shall be used in accordance with approved procedures.

Guidelines

A Core Team shall be trained in CPR and AED procedures by completing a training program **offered by approved providers. Members of the team shall be provided opportunities for** annual training and retraining.

Written guidelines for **medical** emergencies related to **the** use of **automated external defibrillator (AED) units shall be** provided to all members **of the core team**.

Responders' use of **an automated external defibrillator** (AED) **unit shall** not replace the care provided by emergency medical services (EMS) providers, but it is meant to provide a lifesaving bridge during the first few critical minutes it takes for ambulance personnel to arrive. Patient care **shall** be transferred to **the** EMS providers upon their arrival.

Delegation of Responsibility

The Superintendent or designee shall develop and disseminate administrative regulations that detail the use of the automated external defibrillator (AED) units.

The **automated external defibrillator** (AED) **units** may **be used by** all members of the school's **core team** who have successfully completed training **and** any trained volunteer who has **a** current course completion card.

Legal	1. 24 P.S. 1424
	24 P.S. 1423
	42 Pa. C.S.A. 8331.2
	42 Pa. C.S.A. 8332
	42 Pa. C.S.A. 8337.1
	Pol. 122.2

Book	Policy Manual
Section	800 Operations
Title	Naloxone
Code	823 - New
Status	First Reading
Last Revised	January 22, 2021

Authority

As a means of enhancing the health and safety of its students, staff and visitors, the school may obtain, maintain and administer doses of an opioid antagonist and other facilities, specifically Naloxone, for emergency use to assist a student, staff member or other individual believed or suspected to be experiencing an opioid overdose.^{[1][2]}

Definitions

Drug overdose - shall mean an acute medical condition, including, but not limited to, severe physical illness, coma, mania, hysteria or death, which is the result of consumption or use of one or more controlled substances causing an adverse reaction. An individual's condition may be deemed to be a drug overdose if a prudent person, possessing an average knowledge of medicine and health, would reasonably believe that the condition is in fact a drug overdose and requires immediate medical attention.^[1]

Naloxone - shall mean a medication that can reverse an overdose caused by an opioid drug. As a narcotic antagonist, Naloxone displaces opiates from receptor sites in the brain and reverses respiratory depression that usually is the cause of overdose deaths.

Opioid - shall mean illegal drugs such as heroin, as well as prescription medications used to treat pain such as morphine, codeine, methadone, oxycodone, hydrocodone, fentanyl, hydromorphone, and buprenorphine.

Delegation of Responsibility

The Director or designee, in consultation with the **Joint Operating Committee Student Health Coordinator and the school physician**, shall establish appropriate internal procedures for the **acquisition, stocking and** administration of Naloxone and related emergency response procedures pursuant to this policy. The School Resource Officer (SRO) contracted through Erie County Sheriffs Department shall be responsible for the administration of Naloxone.

~~The school physician shall be the prescribing and supervising medical professional for the school's stocking and use of Naloxone. The Director or designee shall obtain a standing order from the school physician for administration of Naloxone.~~

~~The supplemental school nurse, under the supervision of the Student Health Coordinator, shall be responsible for building-level administration of Naloxone and management of Naloxone stocks.~~

Guidelines

~~The Student Health Coordinator, in conjunction with the supplemental school nurse,~~ The director or his designee shall develop a plan for annually informing all parents/guardians, students and staff about this policy and specifically:

1. The availability of Naloxone to treat opioid drug overdoses and what it does;
2. The symptoms of opioid drug overdoses;
3. How students and staff should report suspected overdoses;
4. The protection from criminal prosecution provided by law for persons who report a suspected overdose using their real name and remain with the overdosing person until emergency medical services (EMS) or law enforcement arrive, as well as for the person whose overdose they report; and^{[1][2]}
5. The protection from civil liability provided by law for persons who report overdoses or administer Naloxone in overdose emergencies.^{[1][2]}

Standing Order From the School Physician

~~The school physician shall provide and annually renew a standing order for administration of Naloxone to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose.~~

~~The standing order shall include at least the following information:~~

1. ~~Type of Naloxone (intranasal and auto-injector);~~
2. ~~Date of issue;~~
3. ~~Dosage;~~
4. ~~Signature of the school physician;~~

~~The standing order shall be maintained in the Director's office, and copies of the standing order shall be kept in each location where Naloxone is stored.~~

Training

~~Before any employee may have custody of Naloxone or administer Naloxone under this policy, the employee must successfully complete an online Pennsylvania Department of Health training program about recognizing opioid-related overdoses, administering Naloxone and promptly seeking medical attention for drug overdoses. Evidence that such training has been completed shall be placed in the employee's personnel file.^{[2][3]}~~

~~A list of employees who successfully complete such training shall be maintained, updated and kept in the supplemental school nurse's office and the administration office.~~

Acquisition, Storage and Disposal

~~Naloxone shall be safely stored in the supplemental school nurse's office or other location designated by the Student Health Coordinator in accordance with the drug manufacturer's instructions.~~

~~Naloxone shall be made readily accessible to those employees who have completed the required training to administer it in the event of a suspected drug overdose. All properly trained employees shall be informed of the exact location where Naloxone is being stored within the school nurse's office or other location.~~

~~The supplemental school nurse shall obtain sufficient supplies of Naloxone pursuant to the standing order in the same manner as other medical supplies acquired for the school health program. The supplemental school nurse or designee shall regularly inventory and refresh Naloxone stocks, and maintain records thereof, in accordance with the established internal procedures, manufacturer recommendations and Department of Health Guidelines.~~

Administration of Naloxone

When responding to a suspected drug overdose, employees shall follow the steps outlined below:

1. Call for medical help immediately (Dial 9-1-1).
2. Check for signs of opioid overdose.
3. Perform initial rescue breathing (or CPR if needed), as instructed in training.
4. ~~Administer Naloxone, as instructed in training.~~ Naloxone administered by SRO only.
5. Continue rescue breathing (or CPR if needed), as instructed in training.
6. ~~Administer second dose of Naloxone if needed, as instructed in training.~~ Second dose of Naloxone administered by SRO only.
7. Place in recovery position, as instructed in training.
8. Stay with the individual until emergency medical help arrives.
9. Cooperate with EMS personnel responding to the incident.
10. Notify the building administrator or designee of the incident.

Referral to Law Enforcement and Parental Notification

The Director or designee shall immediately report incidents involving the use of controlled substances on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.^{[4][5][6][7][8][9][10]}

The Director or designee shall notify the parent/guardian of any student directly involved in an incident involving use of controlled substances immediately, as soon as practicable. The Director or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Director or designee shall document attempts made to reach the parent/guardian.^{[4][9][10][11]}

Referral to Student Assistance Program

Any student who experiences a drug overdose shall be referred to the school's Student Assistance Program.^[12]

Indemnification

The school shall indemnify and hold harmless any employee who administers Naloxone in good faith to another individual experiencing a suspected drug overdose, if all of these conditions apply:^{[2][13][14]}

1. The employee did not act with the intent to harm or with reckless indifference to a substantial risk or harm in administering Naloxone to that individual.
2. The employee successfully completed the training contemplated by this policy.
3. The employee promptly sought additional medical assistance before or immediately after administering Naloxone.
4. The employee is administering Naloxone pursuant to this policy.

1. 35 P.S. 780-113.7
2. 35 P.S. 780-113.8
3. Pol. 324
4. 22 PA Code 10.2
5. 22 PA Code 10.21
6. 22 PA Code 10.22
7. 24 P.S. 1302.1-A
8. 24 P.S. 1303-A
9. Pol. 227
10. Pol. 805.1
11. 22 PA Code 10.25
12. Pol. 236
13. 42 Pa. C.S.A. 8547
14. 42 Pa. C.S.A. 8548
15. Pol. 916

Book	Policy Manual
Section	800 Operations
Title	Maintaining Professional Adult/Student Boundaries
Code	824 - New
Status	First Reading
Last Reviewed	January 20, 2021

Authority

This policy applies to school employees, volunteers, student teachers, and independent contractors and their employees who interact with students or are present on school grounds. For purposes of this policy, such individuals are referred to collectively as adults. The term adults as used in this policy, does not include school students who perform services on a volunteer or compensated basis.

All adults shall be expected to maintain professional, moral and ethical relationships with school students that are conducive to an effective, safe learning environment. This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that can lead to more egregious misconduct.

The Joint Operating Committee directs that all adults shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Joint Operating Committee policies, administrative regulations, rules and procedures.[\[1\]](#)

This policy is not intended to interfere with appropriate pre-existing personal relationships between adults and students and their families that exist independently of the school or to interfere with participation in civic, religious or other outside organizations that include school students.

Definition

For purposes of this policy, legitimate educational reasons include matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student’s physical injury or other medical needs, school administration or other purposes within the scope of the adult’s job duties.

Delegation of Responsibility

The Director or designee shall annually inform students, parents/guardians, and all adults regarding the contents of this Joint Operating Committee policy through employee and student handbooks, posting on the school website, and by other appropriate methods.

The building principal or designee shall be available to answer questions about behaviors or activities that may violate professional boundaries as defined in this policy.

Guidelines

Independent contractors doing business with the school shall ensure that their employees who have interaction with students or are present on school grounds are informed of the provisions of this policy.[\[2\]](#)

Adults shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by this policy or that creates the appearance of prohibited behavior.

Prohibited Conduct

Romantic or Sexual Relationships -

Adults shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the school, regardless of the student’s age. Students of any age are not legally capable of consenting to romantic or sexual interactions with adults.[\[3\]](#)[\[4\]](#)

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

- 1. Sexual physical contact.**
- 2. Romantic flirtation, propositions, or sexual remarks.**
- 3. Sexual slurs, leering, epithets, sexual or derogatory comments.**
- 4. Personal comments about a student’s body.**
- 5. Sexual jokes, notes, stories, drawings, gestures or pictures.**
- 6. Spreading sexual or romantic rumors.**
- 7. Touching a student’s body or clothes in a sexual or intimate way.**
- 8. Accepting massages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider.**
- 9. Restricting a student’s freedom of movement in a sexually intimidating or provocative manner.**
- 10. Displaying or transmitting sexual objects, pictures, or depictions.**

Social Interactions -

In order to maintain professional boundaries, adults shall ensure that their interactions with students are appropriate.

Examples of prohibited conduct that violates professional boundaries include, but are not limited to:

1. **Disclosing personal, sexual, family, employment concerns or other private matters to one or more students.**
2. **Exchanging notes, emails or other communications of a personal nature with a student.**
3. **Giving personal gifts, cards or letters to a student without written approval from the building principal.**
4. **Touching students without a legitimate educational reason. (Reasons could include the need for assistance when injured, appropriate coaching instruction, or appropriate music instruction).**
5. **Singling out a particular student or students for personal attention or friendship beyond the ordinary professional adult-student relationship.**
6. **Taking a student out of class without a legitimate educational reason.**
7. **Being alone with a student behind closed doors without a legitimate educational reason.**
8. **Initiating or extending contact with a student beyond the school day or outside of class times without a legitimate educational reason.**
9. **Sending or accompanying a student on personal errands.**
10. **Inviting a student to the adult's home.**
11. **Going to a student's home without a legitimate educational reason.**
12. **Taking a student on outings without prior notification to and approval from both the parent/guardian and the building principal.**
13. **Giving a student a ride alone in a vehicle in a nonemergency situation without prior notification to and approval from both the parent/guardian and the building principal.**
14. **Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner.**
15. **Telling a student personal secrets or sharing personal secrets with a student.**
16. **For adults who are not guidance/counseling staff, psychologists, social workers or other adults with designated responsibilities to counsel students, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, the student should be referred to the appropriate school resource.**
17. **Furnishing alcohol, drugs or tobacco to a student or being present where any student is consuming these substances.**
18. **Engaging in harassing or discriminatory conduct prohibited by other school policies or by state or federal law and regulations.**^[5]^[6]

Electronic Communications -

For purposes of this policy, electronic communication shall mean a communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant or pager. Electronic communications include, but are not limited to, emails, instant messages and communications made by means of an Internet website, including social media and other networking websites.

As with other forms of communication, when communicating electronically, adults shall maintain professional boundaries with students.

Electronic communication with students shall be for legitimate educational reasons only.

When available, school-provided email or other school-provided communication devices shall be used when communicating electronically with students. The use of school-provided email or other school-provided communication devices shall be in accordance with school policies and procedures.^[7]

All electronic communications from coaches and advisors to team or club members shall be sent in a single communication to all participating team or club members, except for communications concerning an individual student's medical or academic privacy matters, in which case the communications will be copied to the building principal. In the case of sports teams under the direction of the Director, such medical or academic communications shall also be copied to the Director.

Adults shall not follow or accept requests for current students to be friends or connections on personal social networking sites and shall not create any networking site for communication with students other than those provided by the school for this purpose, without the prior written approval of the building principal.

Exceptions

An emergency situation or a legitimate educational reason may justify deviation from professional boundaries set out in this policy. The adult shall be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this policy.

There will be circumstances where personal relationships develop between an adult and a student's family, e.g. when their children become friends. This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships. Adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity.

It is understood that many adults are involved in various other roles in the community through nonschool-related civic, religious, athletic, scouting or other organizations and programs whose participants may include school students. Such community involvement is

commendable, and this policy is not intended to interfere with or restrict an adult's ability to serve in those roles. However, adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

Reporting Inappropriate or Suspicious Conduct

Any person, including a student, who has concerns about or is uncomfortable with a relationship or interaction between an adult and a student, shall immediately notify the Director, principal or other administrator.^[5]

All school employees, independent contractors and volunteers who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Joint Operating Committee policy.^{[8][9]}

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Director and his/her immediate supervisor, **within fifteen (15) days of discovery of such misconduct.**^{[10][11]}

If the Director or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Child Protective Services Law, the Educator Discipline Act or the Safe Schools Act, the Director or designee shall make a report, in accordance with applicable law, regulations and Joint Operating Committee policy.^{[8][9][10][11][12][13][14][15][16][17]}

It is a violation of this policy to retaliate against any person for reporting any action pursuant to this policy or for participating as a witness in any related investigation or hearing.

Investigation

Allegations of inappropriate conduct shall be promptly investigated in accordance with the procedures utilized for complaints of harassment.^{[5][18]}

It is understood that some reports made pursuant to this policy will be based on rumors or misunderstandings; the mere fact that the reported adult is cleared of any wrongdoing shall not result in disciplinary action against the reporter or any witnesses. If as the result of an investigation any individual, including the reported adult, the reporter, or a witness is found to have intentionally provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this policy and other applicable laws, regulations and school policies. Obstruction includes, but is not limited to, violation of "no contact" orders given to the reported adult, attempting to alter or influence witness testimony, and destruction of or hiding evidence.

Disciplinary Action

A school employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with all applicable school disciplinary policies and procedures.^[19]

A volunteer, student teacher, or independent contractor or an employee of an independent contractor who violates this policy may be prohibited from working or serving in the school for an appropriate period of time or permanently, as determined by the Director or designee.

Training

The school shall provide training with respect to the provisions of this policy to current and new school employees, volunteers and student teachers subject to this policy.

The school, at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this policy and related procedures.

1. 24 P.S. 1850.1
2. Pol. 818
3. 18 Pa. C.S.A. 3124.2
4. 24 P.S. 2070.9f
5. Pol. 103
6. Pol. 103.1
7. Pol. 815
8. 23 Pa. C.S.A. 6311
9. Pol. 806
10. 24 P.S. 2070.9a
11. Pol. 317.1
12. 24 P.S. 1302.1-A
13. 24 P.S. 1303-A
14. 22 PA Code 10.2
15. 22 PA Code 10.21
16. 22 PA Code 10.22
17. Pol. 805.1
18. Pol. 104
19. Pol. 317
- 22 PA Code 235.1 et seq
- 24 P.S. 2070.1a et seq
- 23 Pa. C.S.A. 6301 et seq

Book	Policy Manual
Section	800 Operations
Title	Conflict of Interest
Code	827 - New
Status	First Reading
Last Reviewed	January 20, 2021

Purpose

This policy shall affirm standards of conduct established to ensure that Joint Operating Committee members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.

Definitions

Confidential information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.[\[1\]](#)

Conflict or Conflict of interest shall mean use by a Joint Operating Committee member or employee of the authority of his/her office or employment, or any confidential information received through his/her holding public office or employment, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Joint Operating Committee member or employee, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.[\[1\]](#)

De minimis economic impact shall mean an economic consequence which has an insignificant effect.[\[1\]](#)

Financial interest shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.[\[1\]](#)

Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.[\[1\]](#)

Immediate family shall mean a parent, parent-in-law, spouse, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.[\[1\]](#)

Business partner shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

Delegation of Responsibility

Each employee and Joint Operating Committee member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Joint Operating Committee prohibits members of the Joint Operating Committee and employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.

Guidelines

All Joint Operating Committee members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. Additional training shall be provided to designated individuals.

Disclosure of Financial Interests

No Joint Operating Committee member shall be allowed to take the oath of office or enter or continue upon his/her duties, nor shall s/he receive compensation from public funds, unless s/he has filed a statement of financial interests as required by law.[\[2\]](#)

The school solicitor and designated school employees shall file a statement of financial interests as required by law and regulations.[\[3\]](#)[\[4\]](#)

Standards of Conduct

The school maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Joint Operating Committee members engaged in the selection, award and administration of contracts.[\[5\]](#)

No employee or Joint Operating Committee member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Joint Operating Committee member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.[\[5\]](#)

The school shall not enter into any contract with a Joint Operating Committee member or employee, or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Joint Operating Committee has determined it is in the best interests of the school to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Joint Operating Committee member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.[\[1\]](#)

When advertised formal bidding is not required or used, an open and public process shall include at a minimum:

1. **Public notice of the intent to contract for goods or services;**
2. **A reasonable amount of time for potential contractors to consider whether to offer quotes; and**
3. **Post-award public disclosure of who made bids or quotes and who was chosen.**

Any Joint Operating Committee member or employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record in a written statement to be attached to the Joint Operating Committee minutes.[\[1\]](#)

No public official or public employee shall accept an honorarium.[\[1\]](#)

Joint Operating Committee members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Joint Operating Committee policy.[\[5\]](#)[\[6\]](#)

Improper Influence

No person shall offer or give to a Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee, or a member of his/her immediate family or a business with which s/he is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee would be influenced thereby.[\[1\]](#)

No Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Joint Operating Committee member, employee or nominee or candidate that the vote, official action or judgment of the Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee would be influenced thereby.[\[1\]](#)

Organizational Conflicts

Organizational conflicts of interest may exist when due to the school's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, the school may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.[\[5\]](#)

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Director or designee to determine whether it is likely that the school would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. **The organizational relationship shall be disclosed as part of any notices to potential contractors;**
2. **Any school employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;**
3. **A competitive bid, quote or other basis of valuation is considered; and**
4. **The Joint Operating Committee has determined that contracting with the related organization is in the best interests of the program involved.**

Reporting Conflicts of Interest

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the Director. If the Director is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Joint Operating Committee President.

Any perceived conflict of interest of a Joint Operating Committee member that is detected or suspected by any employee or third party shall be reported to the Joint Operating Committee President. If the Joint Operating Committee President is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Director, who shall report the incident to the solicitor.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

The Director or designee shall report in writing to the federal awarding agency or pass-through entity any potential conflict of interest related to a federal award, in accordance with federal awarding agency policy.[\[7\]](#)

Investigation

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.[\[7\]](#)

Disciplinary Actions

If an investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the school shall take prompt, corrective action to ensure that such conduct ceases and will not recur. School staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.

Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Joint Operating Committee policies, procedures, applicable collective bargaining agreements and state and federal laws.[\[8\]](#)

1. 65 Pa. C.S.A. 1101 et seq
2. Pol. 004
3. 51 PA Code 15.2
4. 65 Pa. C.S.A. 1104
5. 2 CFR 200.318
6. Pol. 322
7. 2 CFR 200.112
8. Pol. 317
- Pol. 011
- Pol. 319
- Pol. 609
- Pol. 702

Book	Policy Manual
Section	800 Operations
Title	Fraud
Code	828 - New
Status	First Reading
Last Reviewed	January 20, 2021

Authority

The Joint Operating Committee expects all Joint Operating Committee members, employees, volunteers, consultants, vendors, contractors and other parties that maintain a relationship with the school to act with integrity, due diligence, and in accordance with law in their duties involving the school's resources. The Joint Operating Committee is entrusted with public funds, and no one connected with the school shall do anything to erode that trust.

Definitions

Fraud, financial improprieties, or irregularities include but are not limited to:

- 1. Forgery or unauthorized alteration of any document or account belonging to the school.**
- 2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.**
- 3. Misappropriation of funds, securities, supplies, or other assets.**
- 4. Impropriety in handling money or reporting financial transactions.**
- 5. Profiteering because of insider information of Joint Operating Committee information or activities.**
- 6. Disclosure of confidential and/or proprietary information to outside parties.**
- 7. Acceptance or seeking of anything of material value, other than items used in the normal course of advertising, from contractors, vendors, or persons providing services to the school.**
- 8. Destruction, removal, or inappropriate use of school records, furniture, fixtures, or equipment.**
- 9. Failure to provide financial records to authorized state or local entities.**
- 10. Failure to cooperate fully with any financial auditors, investigators or law enforcement.**
- 11. Other dishonest or fraudulent acts involving the school's monies or resources.**

Delegation of Responsibility

The Director or designee shall be responsible to implement and maintain a system of internal controls designed to prevent and detect potential risks, fraud, financial impropriety, or fiscal irregularities within the school, subject to review and approval by the Joint Operating Committee.

Administrators are responsible to be alert to an indication of fraud, financial impropriety, or irregularity within their areas of responsibility.

The Director shall recommend to the Joint Operating Committee for its approval completion of a forensic audit when it is deemed necessary and beneficial to the school.

Reporting

All employees shall be alert for any indication of fraud, financial impropriety or irregularity within their area of responsibility.

An employee who suspects fraud, impropriety, or irregularity shall immediately report his/her suspicions to the Director.

If the report involves the Director, the employee shall report his/her suspicions to the Superintendent of Record who shall be responsible to conduct an investigation in place of the Director.

Employees who bring forth a legitimate concern or suspicion about a potential impropriety shall not be retaliated against. Those who do retaliate against such an employee shall be subject to disciplinary action.^{[1][2][3]}

Investigation

The Director shall investigate reports of fraudulent activities in a manner that protects the confidentiality of all parties and the facts, in cooperation with appropriate individuals and agencies.

If an investigation substantiates the occurrence of a fraudulent activity, the Director shall issue a report to the Joint Operating Committee and designated individuals.

The final disposition of the matter regarding employee discipline and decision to file a criminal complaint or refer the matter to law enforcement and/or a regulatory agency for independent investigation shall be determined by the Joint Operating Committee and Director in consultation with legal counsel.

Results of an investigation shall not be disclosed to or discussed with anyone other than those individuals with a legitimate right to know, until the results are made public.

Legal	1. 43 P.S. 1423
	2. 18 U.S.C. 1513
	3. Pol. 317
	43 P.S. 1421 et seq
	15 U.S.C. 7201 et seq

Book	Policy Manual
Section	800 Operations
Title	Breach of Computerized Personal Information
Code	830 - New
Status	First Reading
Last Reviewed	February 11, 2021

Purpose

With the increased reliance upon electronic data, and the maintenance of personal information of students and employees in electronic format, the Joint Operating Committee is concerned about the risk of a breach in the school's electronic system security and the possible disclosure of personal information. This policy addresses the manner in which the school will respond to unauthorized access and acquisition of computerized data that compromises the security and confidentiality of personal information.

Authority

The Joint Operating Committee directs that 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 school as part of the database of personal information regarding multiple individuals and that the school 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 for the purpose of the school 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 school 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 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 Director or designee shall ensure that the school 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. Such notice shall be made without a reasonable delay, except when a law enforcement agency determines and advises the school in writing that the notification would impede a criminal or civil investigation, or the school must take necessary measures to determine the scope of the breach and to restore the reasonable integrity of the data system. The school 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 Attendance at Center (School) Events
Code	904 Vol I 2020 - Retire
Status	Administrative Review
Last Revised	February 20, 2020
Last Reviewed	January 11, 2021

Purpose

The Joint Operating Committee welcomes the public at activities and events sponsored by the center (school), but the Joint Operating Committee also acknowledges its duty to maintain order and preserve center (school) facilities during such events. **This policy establishes conditions, restrictions and procedures to regulate public attendance and conduct at the center (school) and center (school)-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:[\[1\]](#)[\[2\]](#)

- 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.**
- 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.**
- Any product containing, made or derived from either:**
 - Tobacco, whether in its natural or synthetic form; or**
 - Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.**
- 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:[\[1\]](#)[\[2\]](#)

- 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.**
- 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 center (school) to maintain a drug-free environment, at which marijuana of any kind is prohibited.**[\[3\]](#)[\[4\]](#)

Authority

The Joint Operating Committee has the authority to prohibit at a center (school) event the attendance of any individual whose conduct may constitute a disruption. The Joint Operating Committee prohibits gambling and the possession and use of controlled substances **prohibited by state or federal law**, alcoholic beverages and weapons on center (school) premises.[\[5\]](#)[\[6\]](#)

Tobacco and Vaping Products

The Joint Operating Committee prohibits use of tobacco **and vaping products, including the product marketed as Juul and other e-cigarettes**, by any persons **at any time in a center (school) building; on school buses or other vehicles that are owned, leased or controlled by the center (school); or on property owned, leased or controlled by the center (school).**[\[2\]](#)[\[7\]](#)

{ } unless expressly permitted in designated areas which must be located at least fifty (50) feet from center (school) buildings, stadiums or bleachers.

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

The Joint Operating Committee deems it to be a violation of this policy for an individual in attendance at the center (school) or a center (school)-sponsored activity to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a minor.[\[1\]](#)

Delegation of Responsibility

A schedule of fees for attendance at center (school) events shall be prepared by the Administrative Director or designee and adopted by the Joint Operating Committee.

The Administrative Director shall ensure that this policy is posted on the center's (school's) publicly accessible website.

Reports

Office for Safe Schools Report –

The Administrative Director shall annually, by July 31, report all incidents of **prohibited** possession, use or sale of **tobacco and vaping products, including Juuls and other e-cigarettes**, by any person on center (school) property to the Office for Safe Schools on the required form.[\[8\]](#)[\[9\]](#)

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 Joint Operating Committee policies, the Administrative Director or designee may report to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the center’s (school’s) property, the use or sale of tobacco or vaping products, including Juuls and other e-cigarettes, by any person in a center (school) building; on a school bus or other vehicles that are owned, leased or controlled by the center (school); or on any property owned, leased or controlled by the center (school).[\[1\]](#)[\[2\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

Guidelines

Free Admittance

{ } Center (School) personnel will be admitted to all center (school) events

() at no charge.

() at a reduced fee.

{ } Free passes to center (school) events will be available to each Joint Operating Committee member.

() and a guest.

Service Animals

Individuals with disabilities may be accompanied by their service animals while on center (school) property for events that are open to the general public in accordance with Joint Operating Committee policy and state and federal laws and regulations.[\[13\]](#)[\[14\]](#)[\[15\]](#)

PSBA Revision 2/20 © 2020 PSBA

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. 1850.1
	6. 24 P.S. 775
	7. 20 U.S.C. 7973
	8. 24 P.S. 1303-A
	9. Pol. 805.1
	10. 22 PA Code 10.2
	11. 22 PA Code 10.22
	12. 24 P.S. 1302.1-A
	13. 28 CFR 35.136
	14. 43 P.S. 953
	15. Pol. 718
	20 U.S.C. 7971 et seq
	28 CFR Part 35

904 ATT - PubBehaviorEvents.doc (36 KB)

Book	Policy Manual
Section	900 Community
Title	Public Attendance at Center (School) Events
Code	904 Vol V 2018 - Retire
Status	Administrative Review
Last Reviewed	January 22, 2021

Purpose

The Joint Operating Committee welcomes the public at activities and events sponsored by the center (school), but the Joint Operating Committee also acknowledges its duty to maintain order and preserve center (school) facilities during such events.

Definitions

For purposes of this policy, **tobacco** includes a lighted or unlighted cigarette, cigar, **cigarillo, little cigar**, pipe or other smoking product or material and smokeless tobacco in any form **including chewing tobacco, snuff, dip or dissolvable tobacco pieces**.[\[1\]](#)

For purposes of this policy, nicotine shall mean a product that contains or consists of nicotine in a form that can be ingested by chewing, smoking, inhaling or through other means.

For purposes of this policy, a nicotine delivery product shall mean a product or device used, intended for use or designed for the purpose of ingesting nicotine or another substance. This definition includes, but is not limited to, any device or associated product used for what is commonly referred to as vaping or juuling.

Authority

The Joint Operating Committee has the authority to prohibit at a center (school) event the attendance of any individual whose conduct may constitute a disruption. The Joint Operating Committee prohibits gambling and the possession and use of controlled substances, alcoholic beverages and weapons on center (school) premises by any person.[\[2\]](#)[\[3\]](#)

Delegation of Responsibility

A schedule of fees for attendance at center (school) events shall be prepared by the Administrative Director or designee and adopted by the Joint Operating Committee.

Guidelines

Tobacco/Nicotine

The Joint Operating Committee prohibits **use of** tobacco, **nicotine and nicotine delivery products** by any persons in its buildings and on any property, buses, vans and vehicles that are owned, leased or controlled by the center (school).[\[1\]](#)[\[4\]](#)

{ } The Joint Operating Committee designates specific areas for **use of** tobacco, **nicotine and nicotine delivery products** by the public on property owned, leased or controlled by the center (school) that is at least fifty (50) feet from center (school) buildings, stadiums and bleachers.[\[1\]](#)

This policy does not prohibit the use of a nicotine patch, gum or lozenge as a smoking cessation product by adult members of the public in attendance at center (school) events.

Reporting –

The Administrative Director shall annually, by July 31, report all incidents of possession, use or sale of tobacco, **nicotine and nicotine delivery products** by any person on center (school) property to the Office for Safe Schools on the required form.[\[5\]](#)[\[6\]](#)

Additional Reports – Tobacco Only –

The Administrative Director or designee may report incidents involving the sale of tobacco to minors by any person on center (school) property, at any center (school)-sponsored activity or on a conveyance providing transportation to or from the center (school) or a center (school)-sponsored activity to the **school police, school resource officer (SRO), or to the** local police department that has jurisdiction over the center’s (school’s) property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

Free/Reduced Admittance

{ } Center (School) personnel will be admitted to all center (school) events

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() at a reduced fee.

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() and a guest.

Service Animals

Individuals with disabilities may be accompanied by their service animals while on center (school) property for events that are open to the general public in accordance with Joint Operating Committee policy and state and federal laws and regulations.[\[11\]](#)[\[12\]](#)[\[13\]](#)

Legal

1. 35 P.S. 1223.5
2. 24 P.S. 1850.1
3. 24 P.S. 775
4. 20 U.S.C. 7183
5. 24 P.S. 1303-A
6. Pol. 805.1
7. 24 P.S. 1302.1-A
8. 22 PA Code 10.2
9. 22 PA Code 10.22
10. 18 Pa. C.S.A. 6305
11. 43 P.S. 953
12. 28 CFR 35.136
13. Pol. 718
- 20 U.S.C. 7181 et seq
- 28 CFR Part 35

904 ATT - PubBehaviorSchEvents.doc (36 KB)

Business Manager's Report
January 2021

Prepared by Terri Birchard
Business Manager

1	General Ledger Bank Account Balances	January 31, 2021	December 31, 2020	Change
	General Fund Cash & Investment Accounts			
	PNC, PSDLAF, ERIEBank, NWSB	\$ 2,130,791.13	\$ 2,103,496.15	\$ 27,294.98
	Capital Projects Fund, PSDLAF, NWSB & PNC	\$ 485,070.71	\$ 492,230.79	\$ (7,160.08)
	Student Activities Fund-PNC & NWSB	\$ 16,420.78	\$ 16,420.78	\$ -
	Flexible Spending Acct - PNC	\$ 13,971.65	\$ 13,971.65	\$ -
	Total All Funds - Bank Balances	\$ 2,646,254.27	\$ 2,626,119.37	\$ 20,134.90

2	General Fund (Fund 10)	January 31, 2021			December 31, 2020		
	Revenue and Expenditure Summary	Annual Budget	YTD Actual	%	Annual Budget	YTD Actual	%
	ECTS-High School						
	Fund Balances - July 1, 2020						
	Fund Balance-Unassigned-(High School)	\$ 432,367	\$ 244,881		\$ 432,367	\$ 244,881	
	Fund Balance-Assigned PSERS	\$ 282,975	\$ 318,800		\$ 282,975	\$ 318,800	
	Fund Balance - Assigned - COVID Activities	\$ -	\$ 350,000		\$ -	\$ 350,000	
	Fund Balance - Assigned - Equipment Purchase	\$ -	\$ 37,500		\$ -	\$ 37,500	
	Fund Balance - Assigned - New Program	\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000	
	Fund Balance-Non-Spendable-Inventory	\$ 93,406	\$ 93,406		\$ 93,406	\$ 93,406	
		\$ 1,058,748	\$ 1,294,587		\$ 1,058,748	\$ 1,294,587	
	Revenue-Local Sources & Districts	\$ 4,676,025	\$ 2,882,161	61.64%	\$ 4,676,025	\$ 2,421,023	51.78%
	Revenue-All Other Sources	\$ 1,778,286	\$ 1,054,720	59.31%	\$ 1,778,286	\$ 1,016,565	57.17%
	Total Revenue	\$ 6,454,311	\$ 3,936,881		\$ 6,454,311	\$ 3,437,588	
	Expenditure and reserve	\$ 6,454,311	\$ 3,804,886	58.95%	\$ 6,454,311	\$ 3,328,146	51.56%
	Change	\$ -	\$ 131,995		\$ -	\$ 109,442	
	Fund Balances						
	Fund Balance-Unassigned-(High School)	\$ 432,367	\$ 376,876		\$ 432,367	\$ 399,088	
	Fund Balance-Assigned PSERS	\$ 282,975	\$ 318,800		\$ 282,975	\$ 318,800	
	Fund Balance - Assigned - COVID Activities	\$ -	\$ 350,000		\$ -	\$ 350,000	
	Fund Balance - Assigned - Equipment Purchase	\$ -	\$ 37,500		\$ -	\$ 37,500	
	Fund Balance - Assigned - New Program	\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000	
	Fund Balance-Non-Spendable-Inventory	\$ 93,406	\$ 93,406		\$ 93,406	\$ 93,406	
		\$ 1,058,748	\$ 1,426,582		\$ 1,058,748	\$ 1,448,794	
		January 31, 2021			December 31, 2020		
	RCTC	Annual Budget	YTD Actual	%	Annual Budget	YTD Actual	%
	Fund Balance July 1, 2020	\$ 217,986	\$ 226,738		\$ 217,986	\$ 226,738	
	Revenue	\$ 459,105	\$ 201,299	43.85%	\$ 459,105	\$ 181,799	39.60%
	Expenditure and reserve	\$ 459,105	\$ 153,504	33.44%	\$ 459,105	\$ 128,663	28.02%
	Change	\$ -	\$ 47,795		\$ -	\$ 53,136	
	Fund Balance-Assigned-RCTC	\$ 217,986	\$ 274,533		\$ 217,986	\$ 289,774	

Business Manager's Report
January 2021

Prepared by Terri Birchard
Business Manager

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ECTS Capital Projects Fund (Fund 31) Revenue and Expenditure Summary		January 31, 2021			December 31, 2020		
	Annual Budget	YTD Actual	%		Annual Budget	YTD Actual	%
Fund Balance-July 1, 2020							
Assigned-Transition Center	\$ -	\$ -			\$ -	\$ -	
Assigned-Capital Projects	\$ 282,229	\$ 584,362			\$ 282,229	\$ 584,362	
	\$ 282,229	\$ 584,362			\$ 282,229	\$ 584,362	
Plus:							
Transfers from General Fund	\$ 75,000	\$ 75,000	100.00%		\$ 75,000	\$ 75,000	100.00%
School District Contributions - Pre Bid Documents	\$ -	\$ 234,390			\$ -	\$ 234,390	
Interest	\$ 650	\$ 385	59.29%		\$ 650	\$ 365	56.16%
	\$ 75,650	\$ 309,775			\$ 75,650	\$ 309,755	
Less:							
School car	\$ -	\$ -	0.00%		\$ -	\$ -	0.00%
HS Copier	\$ -	\$ -	0.00%		\$ -	\$ -	0.00%
Copier - GRA	\$ -	\$ -	0.00%		\$ -	\$ -	0.00%
Network system - server software	\$ 19,500	\$ -	0.00%		\$ 19,500	\$ -	0.00%
Faculty laptop replacements	\$ 15,700	\$ -	0.00%		\$ 15,700	\$ -	0.00%
Technology - overpayment refund	\$ -	\$ (301)			\$ -	\$ (301)	
Classroom Projection	\$ 10,000	\$ -	0.00%		\$ 10,000	\$ -	0.00%
Fire Alarm Project	\$ -	\$ 12,894			\$ -	\$ 12,894	
Secure Vestibule Project	\$ -	\$ 164,489			\$ -	\$ 154,900	
School District - Pre-Bid Documents	\$ -	\$ 227,213			\$ -	\$ -	
Other - Production Server Replacement	\$ -	\$ -	0.00%		\$ -	\$ -	0.00%
	\$ 45,200	\$ 404,295			\$ 45,200	\$ 167,493	
Fund Balance							
Assigned-Transition Center	\$ -	\$ -			\$ -	\$ -	
Assigned-Capital Projects	\$ 312,679	\$ 489,843			\$ 312,679	\$ 660,095	
	\$ 312,679	\$ 489,843			\$ 312,679	\$ 660,095	

Business Manager's Report
January 2021

Prepared by Terri Birchard
Business Manager

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Student Activity Fund (Fund 81)

January 31, 2021

December 31, 2020

	YTD-Actual	YTD-Actual
<u>Fund Balances- July 1, 2019</u>		
Designated-SkillsUSA	\$ 5,191	\$ 5,191
Designated -Other	\$ 4,052	\$ 4,052
Designated-NTHS	\$ 2,153	\$ 2,153
	\$ 11,396	\$ 11,396
<u>Revenue + Transfers</u>		
SkillsUSA/Other	\$ 3,486	\$ 3,486
Make-A-Wish/Community Blood Bank/Other	\$ -	\$ -
National Technical Honor Society	\$ 1,748	\$ 1,748
	\$ 5,234	\$ 5,234
<u>Expenditure</u>		
SkillsUSA	\$ 934	\$ 934
Make-A-Wish/Community Blood Bank/Other	\$ -	\$ -
National Technical Honor Society	\$ 1,217	\$ 1,217
	\$ 2,150	\$ 2,150
<u>Fund Balances- YTD</u>		
Assigned-SkillsUSA/Other	\$ 7,743	\$ 7,743
Assigned -Other	\$ 4,052	\$ 4,052
Assigned-NTHS	\$ 2,685	\$ 2,685
	\$ 14,480	\$ 14,480

Business Manager's Report
January 2021

Prepared by Terri Birchard
Business Manager

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NOREBT-ECTS	Medical/ Rx	Dental/Vision	Total
Per Employee Per Month	\$ 1,283	\$ 85	\$ 1,368
Account Balance July 1, 2020, Per NOREBT Statement	\$ 498,770	SELF FUNDED - NA	\$ 498,770
	\$ -		\$ -
Account Balance July 1, 2020, Adjusted for June claims	\$ 498,770		\$ 498,770
Plus: YTD Contributions+receipts	\$ 300,622		\$ 300,622
Plus: Prescription formulary rebate	\$ 3,600		\$ 3,600
Plus: Interest allocation/Loyalty credit	\$ 2,668		\$ 2,668
Plus: reimbursement from excess loss fund	\$ 7,408		\$ 7,408
	\$ 314,298		\$ 314,298
Less: YTD gross claims	\$ (197,809)		\$ (197,809)
Less: YTD gross claims- prescription	\$ (60,242)		\$ (60,242)
Less: Claims Administration	\$ (11,165)		\$ (11,165)
Less: Stop Loss insurance	\$ (13,264)		\$ (13,264)
Less: reinsurance for large claims over 45K	\$ (52,873)		\$ (52,873)
Less: Miscellaneous Admin (Legal/ACA Fees/Audit)	\$ (5,330)		\$ (5,330)
Less: other expense- Wellness contribution	\$ (660)		\$ (660)
Less: Admin expenses/stop-loss ins	\$ (1,422)		\$ (1,422)
Less: Total YTD claims/exps.	\$ (342,764)		\$ (342,764)
Total YTD claims and expenses			
YTD contributions less expenses	\$ (28,466)		\$ (28,466)
Account balance - 12/31/2020 per NOREBT Statement	\$ 470,304	SELF FUNDED - NA	\$ 470,304
Months of claims + expenses in reserve	16.5	Cash Balances - BAI	16.5
avg monthly claims + expenses	\$ 28,564		\$ 28,564

Other information

- A. Working on budget reallocations for all grants - PCCD, PDE GEER, Perkins
- B. Quarterly reconciliation submissions for federal/state grants submitted
- C. Working on 2021-2022 budget submission to PDE
- D. Reviewing spending in cost centers for current year

**Erie County Technical School
Treasurer's Report**

General Fund - PNC/NWSB - Depository Account		January 2021	December 2020
Beginning Cash Balance - PNC/NWSB		\$ 710,500.37	\$ 987,809.28
Plus: Receipts			
Receipts Deposited		436,505.04	287,575.57
Tfr from other accounts		0.00	0.00
Credit card receipts		5,964.22	1,926.37
Interest		73.35	82.29
Total Receipts		\$ 442,542.61	\$ 289,584.23
Less: Disbursements			
Checks Disbursements		212,152.66	185,776.58
Wire/ACH payments-taxes/fees/ RCTC Credit Card Refunds		371.60	4,253.71
Tfr to other accounts - FLEX/Vision/Dental		822.69	376,862.85
ACH transfers to PSDLAF		0.00	0.00
Total disbursements		\$ 213,346.95	\$ 566,893.14
Ending Cash Balance - PNC/NWSB General Fund		\$ 939,696.03	\$ 710,500.37
		\$ 29,168.97	\$ 30,363.26
		\$ 910,527.06	\$ 680,137.11
		\$ 939,696.03	\$ 710,500.37

General Fund - PSDLAF/PSDMAX/Investments		January 2021	December 2020
Beginning Cash Balance - PSDLAF		\$ 468,527.24	\$ 541,149.32
Plus: Receipts			
Transfers from PNC/NWSB		0.00	300,000.00
Void Add-backs		0.00	0.00
PSDLAF/PSDMAX interest		3.41	3.52
Social Security Subsidy direct deposit		0.00	0.00
Retirement Subsidy direct deposit		0.00	126,115.68
Vocational Ed Subsidy direct deposit		0.00	110,926.00
Other revenues - PSERS/Payroll adjustment/Equipment grant/RCTC tuition		0.00	0.00
Grants - PDE GEER/PCCD Safety		10,554.64	10,554.64
Federal/State program grant direct deposit - Perkins		27,480.50	0.00
Total Receipts		\$ 38,038.55	\$ 547,599.84
Less: Disbursements			
Check Disbursements		0.00	0.00
Payroll, VISA and ACH payments out		215,601.64	382,363.71
PSERS Employer/Employee Payment		24,337.59	237,858.21
TFR to other accounts/funds - PNC/Capital Projects Fund		0.00	0.00
Total Disbursements		\$ 239,939.23	\$ 620,221.92
Ending Cash Balance - PSDLAF		\$ 266,626.56	\$ 468,527.24

ERIEBank		January 2021	December 2020
Beginning Cash Balance-ERIEBank		\$ 924,468.52	\$ 923,458.39
Plus: Receipts			
Receipts Deposited		0.00	0.00
Interest		0.08	0.07
Unrealized gains/losses		0.00	1,010.06
Total Receipts		\$ 0.08	\$ 1,010.13
Less: Disbursements			
Checks returned-credit fees-credit card refunds		0.00	0.00
Wire/ACH payments-taxes/fees - bi-annual invt mgmt fee		0.00	0.00
Tfr to other accounts		0.00	0.00
ACH transfers to PSDLAF/PLGIT		0.00	0.00
Total disbursements		\$ -	\$ -
Ending Cash Balance - ERIEBank		\$ 924,468.60	\$ 924,468.52
		\$ 2,705.37	\$ 2,705.29
		\$ 921,763.23	\$ 921,763.23
		\$ 924,468.60	\$ 924,468.52

**Erie County Technical School
Treasurer's Report**

General Fund Section 125-PNC		January 2021	December 2020
Beginning Cash Balance-PNC		\$ 12,676.69	\$ 13,971.65
Plus Receipts			
Receipts Deposited		822.69	1,585.04
Transfers from other accounts		0.00	0.00
Total Receipts		\$ 822.69	\$ 1,585.04
Less Disbursements			
Check Disbursements		3,075.00	2,880.00
Other Disbursements		0.00	0.00
		\$ 3,075.00	\$ 2,880.00
Ending Cash Balance-PNC		\$ 10,424.38	\$ 12,676.69
General Fund -Dental and Vision Claims - PNC		January 2021	December 2020
Beginning Cash Balance-PNC		\$ 7,321.46	\$ 9,580.03
Plus Receipts			
Receipts Deposited		0.00	0.00
Transfers from other accounts		0.00	0.00
Total Receipts		\$ -	\$ -
Less Disbursements			
Check Disbursements		2,167.00	2,258.57
Other Disbursements		0.00	0.00
		\$ 2,167.00	\$ 2,258.57
Ending Cash Balance-PNC		\$ 5,154.46	\$ 7,321.46
	Dental	3,573.78	5,500.78
	Vision	1,580.68	1,820.68
		\$ 5,154.46	\$ 7,321.46
Capital Projects Fund - PSDLAF / PNC / NWSB Accounts		January 2021	December 2020
Beginning Cash and Investments Balance- PSDLAF/PNC/NWSB		\$ 492,230.79	\$ 425,772.86
Plus Receipts			
Transfers from General Fund-per budget		0.00	75,000.00
School District Pre-bid documents		0.00	0.00
Refund of overpayment		0.00	0.00
Interest posted		20.34	16.68
Total Receipts		\$ 20.34	\$ 75,016.68
Less disbursements			
Less transfers to General Fund		0.00	0.00
Less Checks		7,180.42	8,558.75
Bank Service Charge		0.00	0.00
Less Checks issued - PreBid Documents		0.00	0.00
		\$ 7,180.42	\$ 8,558.75
Ending Cash and Investments Balance - PSDLAF/PNC/NWSB		\$ 485,070.71	\$ 492,230.79
	PNC account	15,534.80	15,534.80
	NWSB account	206,736.94	213,899.19
	PSDMAX account	262,798.97	262,796.80
		\$ 485,070.71	\$ 492,230.79

**Erie County Technical School
Treasurer's Report**

Student Activity Fund - PNC / NWSB (For Information)		January 2021	December 2020
Beginning Cash Balance - PNC		\$ 16,420.78	\$ 16,440.53
Plus Receipts			
SkillsUSA-Receipts		0.00	0.00
COS Funds-Transfer from General Fund		0.00	0.00
NTHS-Receipts		0.00	0.00
NTHS-Transfer from General Fund		0.00	0.00
Community Blood Bank		0.00	0.00
Make A Wish/Other		0.00	0.00
Interest/bank fees posted		0.23	0.25
Total Receipts		\$ 0.23	\$ 0.25
Less SkillsUSA-disbursements-checks/fees, adjustments		2,129.15	10.00
Less Make A Wish/Blood Bank-disbursements-checks/fees		10.00	10.00
Less NTHS-disbursements-checks/fees		0.00	0.00
		\$ 2,139.15	\$ 20.00
Ending Cash Balance - PNC / NWSB		\$ 14,281.86	\$ 16,420.78
SkillsUSA		6,982.49	9,121.75
Blood Bank/Other		460.00	460.00
Make A Wish		3,591.68	3,591.68
NTHS		3,247.69	3,247.35
		\$ 14,281.86	\$ 16,420.78

Respectfully submitted

James Bucksbee/Treasurer
Joint Operating Committee

Prepared by: Terri Birchard, Business Manager

Erie County Technical School

Statement of Activities

General Fund - July 1, 2020 to January 31, 2021

		<u>7/1/2020 to 1/31/2021</u>
Revenues		
10-46510-000-	INTEREST INCOME	\$727.47
10-46530-000-	Gains Or Losses On Sale Of Investments - Secondary Program S	\$1,955.83
10-46910-000-	Facility Rental	\$9,080.75
10-46943-100-	RCTC PART TIME TUITION	\$200,077.11
10-46943-100-	RCTC BOOKSTORE SALES	\$1,378.25
10-46946-000-	PRE BID DOCUMENTS - ALL DISTRICTS	\$234,389.99
10-46946-000-	FAIRVIEW SD	\$116,959.50
10-46946-000-	FORT LEBOEUF SD	\$242,029.06
10-46946-000-	GENERAL MCLANE SD	\$221,399.50
10-46946-000-	GIRARD SD	\$261,376.50
10-46946-000-	HARBOR CREEK SD	\$242,785.69
10-46946-000-	IROQUOIS SD	\$144,295.06
10-46946-000-	MILLCREEK SD	\$469,963.69
10-46946-000-	NORTH EAST SD	\$243,361.44
10-46946-000-	NORTHWESTERN SD	\$179,511.50
10-46946-000-	UNION CITY SD	\$184,826.81
10-46946-000-	WATTSBURG SD	\$194,538.75
10-46946-000-	DISTRICTS- TRANSITION CENTER PAYMENTS	\$95,090.31
10-46990-000-	MISCELLANEOUS REVENUE	\$3,140.30
10-46990-100-	RCTC - Refunds And Other Miscellaneous Revenue	(\$156.30)
10-46992-000-	INSURANCE PAYMENTS-INDIVIDUALS	\$36,818.81
10-47220-000-	VOCATIONAL EDUCATION SUBSIDY	\$348,055.77
10-47361-000-	PCCD School Safety & Security Grants	\$131,645.20
10-47810-000-	SOCIAL SECURITY REIMBURSEMENT	\$27,291.43
10-47820-000-	RETIREMENT REIMBURSEMENT	\$256,907.16
10-48521-000-	PERKINS LOCAL PLAN	\$137,402.50
10-48742-000-	PDE GEER Grant	\$63,327.84
10-48749-000-	PCCD COVID 19 Health and Safety Grant	\$90,000.00
Total Revenues		<u>\$4,138,179.92</u>

Expenses		
10-61290-120-	Transition Center - Salary	\$20,581.91
10-61290-141-	Transition Center - Aide Wages	\$25,276.50
10-61290-220-	Transition Center - Social Security	\$3,495.21
10-61290-230-	Transition Center - Retirement	\$14,347.28
10-61290-231-	Transition Center- VOYA Retirement	\$93.67
10-61290-610-	Transition Center - Special Needs-Instruction	\$6,361.01
10-61290-610-	Transition Center - Supplies	\$619.94
10-61290-648-	Transition Center-Software	\$6,212.00
10-61320-120-	Tourism/Hospitality - Salary	\$29,080.18
10-61320-220-	Tourism/Hospitality - Social Security	\$2,209.17
10-61320-230-	Tourism/Hospitality - Retirement	\$10,006.92

Erie County Technical School

Statement of Activities

General Fund - July 1, 2020 to January 31, 2021

		<u>7/1/2020 to 1/31/2021</u>
10-61320-610-	Tourism/Hospitality - Supplies	\$3,716.59
10-61330-120-	Health Assistant - Salary	\$44,655.09
10-61330-220-	Health Assistant - Social Security	\$3,329.17
10-61330-230-	Health Assistant - Retirement	\$15,332.47
10-61330-640-	Health Assistant - Textbook	\$586.82
10-61341-120-	Early Childhood Education - Salary	\$26,244.36
10-61341-220-	Early Childhood Education - Social Security	\$1,993.55
10-61341-230-	Early Childhood Education - Retirement	\$9,049.70
10-61341-610-	Early Childhood Education - Supplies	\$1,177.18
10-61342-120-	Culinary - Salary	\$54,490.20
10-61342-220-	Culinary - Social Security	\$4,081.67
10-61342-230-	Culinary - Retirement	\$18,728.50
10-61342-610-	Culinary - Supplies	\$2,282.61
10-61342-610-	Culinary - Supplies	\$18,587.16
10-61370-120-	Technical Instruction - Salary	\$97,358.41
10-61370-220-	Technical Instruction - Social Security	\$7,364.80
10-61370-230-	Technical Instruction - Retirement	\$24,392.71
10-61370-231-	VOYA Retirement	\$669.97
10-61370-610-	Technical Instruction - Computer Programming - Supplies	\$1,102.96
10-61370-610-	Technical Instruction - Drafting and Design - Supplies	\$2,652.08
10-61370-610-	Technical Instruction - Computer Networking - Supplies	\$1,040.59
10-61370-648-	Technical Instruction - Software	\$3,500.00
10-61380-120-	Trade and Industrial - Salary	\$418,570.37
10-61380-141-	Trade and Industrial - Aides (Perkins)	\$62,351.51
10-61380-213-	Trade and Industrial - Life Insurance	\$6,045.21
10-61380-214-	Trade and Industrial - LTD Insurance	\$6,287.89
10-61380-220-	Trade and Industrial - Social Security	\$31,470.35
10-61380-220-	Trade and Industrial - Social Security (Perkins)	\$4,722.76
10-61380-230-	Trade and Industrial - Retirement	\$123,402.02
10-61380-230-	Trade and Industrial - Retirement (Perkins)	\$19,211.43
10-61380-231-	SALARY-T & I	\$451.75
10-61380-231-	SALARY-T & I	\$142.21
10-61380-250-	Trade and Industrial - Unemployment Comp	\$417.96
10-61380-260-	Trade and Industrial - Workers Comp	\$14,791.00
10-61380-271-	Trade and Industrial - Medical	\$425,146.38
10-61380-272-	Trade and Industrial - Dental/Vision	\$17,226.55
10-61380-290-	Trade and Industrial - 403(b) payments	\$15,000.00
10-61380-330-	Trade and Industrial - Contracted Substitutes	\$8,070.00
10-61380-430-	Trade and Industrial - High School Repairs and Maintenance	\$473.00
10-61380-580-	Trade and Industrial - Travel (Perkins)	\$2,565.00
10-61380-610-	Trade and Industrial - Art and Design - Supplies	\$2,933.91
10-61380-610-	Trade and Industrial - Graphic Arts - Supplies	\$2,548.65
10-61380-610-	Trade and Industrial - Auto Body - Supplies	\$3,412.57
10-61380-610-	Trade and Industrial - Auto Tech - Supplies	\$8,571.93
10-61380-610-	Trade and Industrial - Construction Trades - Supplies	\$21,727.84

Erie County Technical School

Statement of Activities

General Fund - July 1, 2020 to January 31, 2021

		<u>7/1/2020 to 1/31/2021</u>
10-61380-610-	Trade and Industrial - Cosmetology - Supplies	\$2,858.16
10-61380-610-	Trade and Industrial - Electrical Engineering - Supplies	\$7,992.50
10-61380-610-	Trade and Industrial - Precision Machining - Supplies	\$5,074.86
10-61380-610-	Trade and Industrial - Facilities Maintenance - Supplies	\$702.74
10-61380-610-	Trade and Industrial - Metal Fabrication - Supplies	\$6,066.02
10-61380-610-	Trade and Industrial - Graduation Supplies	\$1,519.37
10-61380-610-	Trade and Industrial - Copier Paper Reimbursement Supplies	\$2,272.00
10-61380-610-	Trade and Industrial - Repair Parts	\$2,604.00
10-61380-610-	Trade and Industrial - Miscellaneous Lab Supplies	\$732.00
10-61380-610-	Trade and Industrial - Instructional Supt Supplies (Perkins)	\$21,392.02
10-61380-640-	Trade and Industrial - Textbooks	\$12,805.25
10-61380-640-	Trade and Industrial - Textbooks	\$3,935.60
10-61380-648-	Trade and Industrial - Lab Software	\$9,616.90
10-61380-648-	Trade and Industrial - Lab Software (Perkins)	\$4,250.00
10-61380-750-	Trade and Industrial - Equipment (Perkins)	\$41,417.16
10-61390-120-	Other Voc Ed - Salary	\$57,494.27
10-61390-220-	Other Voc Ed - Social Security	\$4,370.33
10-61390-230-	Other Voc Ed - Retirement	\$19,806.01
10-61390-610-	Other Voc Ed - Supplies	\$132.90
10-61442-140-	Career Alternative Education - Secretary wages	\$2,524.68
10-61442-220-	Career Alternative Education - Social Security	\$193.14
10-61442-230-	Career Alternative Education - Retirement	\$871.27
10-61610-110-	RCTC - Manager Salaries	\$9,725.39
10-61610-120-	RCTC - Instructor Salary	\$5,677.90
10-61610-140-	RCTC - Secretary Salary	\$3,919.30
10-61610-220-	RCTC - Social Security	\$1,477.99
10-61610-230-	RCTC - Retirement	\$585.13
10-61610-231-	RCTC - VOYA Retirement	\$162.03
10-61610-330-	RCTC - Contracted Services	\$130,003.36
10-61610-540-	RCTC - Advertising	\$280.00
10-61610-610-	RCTC - Supplies	\$1,673.32
10-62122-120-	Pupil Personnel - Counselor Salary	\$88,823.34
10-62122-140-	Pupil Personnel - Co-op Salary	\$16,144.99
10-62122-220-	Pupil Personnel - Social Security	\$7,994.32
10-62122-230-	Pupil Personnel - Retirement	\$35,287.27
10-62122-231-	Pupil Personnel - VOYA Retirement	\$58.66
10-62122-329-	Pupil Personnel - Professional Services (Perkins)	\$8,725.00
10-62122-330-	Pupil Personnel - Advertising Services	\$970.58
10-62122-330-	PUPIL PERSONEL-COUNSELLOR SALARY	\$2,987.00
10-62122-550-	Pupil Personnel - Admissions Printing	\$11,510.75
10-62122-610-	Pupil Personnel - Supplies - Career Planning	\$122.86
10-62122-610-	Pupil Personnel - Supplies - Admissions	\$632.42
10-62122-610-	Pupil Personnel - Supplies - Special Education	\$672.91
10-62122-610-	Pupil Personnel - Supplies - Co-op	\$1,523.95
10-62122-635-	Pupil Personnel - Meals - Admissions	\$105.92

Erie County Technical School

Statement of Activities

General Fund - July 1, 2020 to January 31, 2021

		<u>7/1/2020 to 1/31/2021</u>
10-62260-110-	Curriculum Development - Salary	\$97,646.13
10-62260-220-	Curriculum Development - Social Security	\$7,468.96
10-62260-230-	Curriculum Development - Retirement	\$33,682.71
10-62260-330-	Curriculum Development - Accreditation Services	\$340.00
10-62271-240-	Instructional Staff Development - Tuition - Certified	\$7,186.00
10-62271-330-	Instructional Staff Development -Professional Fee- Certified	\$75.00
10-62271-580-	Instructional Staff Development - Travel	\$105.00
10-62271-810-	Instructional Staff Development - Dues - Certified	\$1,489.50
10-62310-110-	Board Services - Salary	\$1,512.25
10-62310-220-	Board Services - Social Security	\$116.78
10-62310-230-	Board Services - Retirement	\$525.65
10-62310-525-	Board Services - E&O and Bonding Insurances	\$9,857.00
10-62310-530-	Board Services - Postage	\$4,113.24
10-62310-540-	Board Services - Advertising - Legal Ads	\$528.20
10-62310-581-	Board Services - Board Local Mileage	\$558.94
10-62310-610-	Board Services - Supplies (JOC Meeting Expenses)	\$33.66
10-62310-635-	Board Services -Meals/Refreshments	\$1,972.19
10-62310-810-	Board Services - Dues and Fees	\$5,140.00
10-62350-330-	Professional Services - Legal and Accounting	\$27,530.00
10-62360-110-	Director Services - Salary	\$71,509.21
10-62360-220-	Director Services - Social Security	\$5,406.95
10-62360-230-	Director Services - Retirement	\$24,603.05
10-62360-330-	Directors Services - Superintendent Professional Services	\$1,816.21
10-62360-580-	Director Services - Travel	\$0.00
10-62360-610-	Director Services - Supplies	\$2,502.53
10-62360-635-	Director Services - Meals and Refreshments	\$193.05
10-62380-110-	Principal/High School Secretary - Principal Salary	\$70,462.09
10-62380-140-	Principal/High School Secretary - HS Secretary Salary	\$24,280.63
10-62380-220-	Principal/High School Secretary - Social Security	\$7,140.41
10-62380-230-	Principal/High School Secretary - Retirement	\$32,665.48
10-62380-610-	Principal/High School Secretary - High School Supplies	\$2,965.11
10-62380-635-	Principal/High School Secretary - Meals and Refreshments	\$286.40
10-62411-110-	Health Services - Student Health Svcs Coordinator	\$2,568.75
10-62419-130-	Health Services - Supplemental School Nurse - Salary	\$18,354.43
10-62419-220-	Health Services - Supplemental School Nurse -Social Security	\$1,598.20
10-62419-230-	Health Services - Supplemental School Nurse - Retirement	\$7,209.72
10-62440-610-	Health Services - Supplies	\$794.35
10-62511-110-	Business Services - Business Office Manager - Salary	\$48,979.89
10-62511-140-	Business Services - Business Office Secretary - Salary	\$21,035.17
10-62511-220-	Business Services - Social Security	\$5,189.51
10-62511-230-	Business Services - Retirement	\$24,043.87
10-62511-330-	Business Services - Contracted Payroll Services	\$21,440.51
10-62511-610-	Business Services - Supplies	\$1,267.04
10-62600-610-	Maintenance - Supplies	\$151.28
10-62611-110-	Maintenance Supervisor - Salary	\$42,049.13

Erie County Technical School

Statement of Activities

General Fund - July 1, 2020 to January 31, 2021

		<u>7/1/2020 to 1/31/2021</u>
10-62611-220-	Maintenance Supervisor - FICA	\$3,212.98
10-62611-230-	Maintenance Supervisor - Retirement	\$14,511.20
10-62619-180-	Maintenance/Custodial - Salary	\$129,547.07
10-62619-220-	Maintenance/Custodial - FICA	\$9,756.80
10-62619-230-	Maintenance Custodial - Retirement	\$26,872.20
10-62619-231-	Maintenance/Custodial - VOYA Retirement	\$1,095.68
10-62620-100-	PCCD COVID 19 School Safety Personnel Training	\$13,875.00
10-62620-220-	PCCD COVID 19 School Safety Training SS/MCR	\$1,061.76
10-62620-230-	PCCD COVID 19 School Safety Training PSERS	\$4,162.16
10-62620-340-	Maintenance - Contracted Services	\$964.00
10-62620-411-	Maintenance - Disposal Services	\$7,347.50
10-62620-415-	Maintenance - High School Laundry/Dry Cleaning	\$4,298.03
10-62620-422-	Maintenance - Electricity (High School)	\$37,347.38
10-62620-422-	Maintenance - Electricity (Skills Center)	\$7,763.05
10-62620-424-	Maintenance - Water/Sewer	\$3,412.41
10-62620-430-	Maintenance - Repairs and Maintenance (High School)	\$16,049.96
10-62620-521-	Maintenance - Property and Liability Ins (High School)	\$42,664.30
10-62620-521-	Maintenance - Property and Liability Ins (Skills Center)	\$4,807.80
10-62620-610-	Maintenance - Supplies (High School)	\$46,462.22
10-62620-621-	Maintenance - Natural Gas (High School)	\$20,284.59
10-62620-621-	Maintenance - Natural Gas (Skills Center)	\$3,544.99
10-62620-622-	Maintenance - Electricity (High School)	\$13,256.38
10-62620-622-	Maintenance - Electricity (Skills Center)	\$2,791.91
10-62630-412-	Care of Grounds - Snow Removal	\$6,456.50
10-62630-414-	Care of Grounds - Lawn Care	\$2,784.14
10-62640-430-	Operations and Maintenance - Repairs/Maintenance HS	\$11,554.91
10-62640-430-	Operations and Maintenance - Repairs/Maintenance Skill Cente	\$550.00
10-62650-626-	Vehicle Operations - Gasoline/Diesel	\$1,740.28
10-62660-330-	PCCD School Safety and Security Consultants	\$20,658.03
10-62660-330-	PDE GEER COVID Emergency Grant - Contracted Services	\$9,818.00
10-62660-360-	Safe Schools	\$0.00
10-62660-610-	Safe School Supplies	\$337.50
10-62660-610-	Safety Grant Supplies	\$9,338.64
10-62660-610-	PCCD School Safety and Security Supplies	\$6,141.38
10-62660-610-	PCCD Safe Schools Supplies	\$11,961.52
10-62660-610-	PDE GEER COVID Emergency Grant - Supplies	\$65,377.53
10-62660-610-	PCCD COVID 19 School Safety Grant - 2020-2021	\$13,725.04
10-62660-750-	PDE GEER COVID Emergency Grant - Equipment	\$5,102.95
10-62830-330-	HR/Quality - Staff Services - Other Professional Services	\$3,552.00
10-62831-110-	HR/Quality - Coordinator Salary	\$32,868.13
10-62831-220-	HR/Quality - FICA	\$2,505.52
10-62831-231-	HUMAN RESOURCES / QUALITY COORDINATOR	\$738.48
10-62831-610-	HR/Quality - Supplies	\$1,576.25
10-62831-635-	HR/Quality - Meals and Refreshments	\$507.57
10-62832-540-	HR/Quality - Advertising and Recruiting	\$2,962.68

Erie County Technical School

Statement of Activities

General Fund - July 1, 2020 to January 31, 2021

	<u>7/1/2020 to 1/31/2021</u>
10-62834-324- Staff Development - Employee Training - Non-Instructional	\$1,548.00
10-62834-580- Staff Development - Travel - Non-Instructional	\$666.31
10-62834-810- Staff Development - Dues - Non-Instructional	\$2,048.71
10-62840-110- Technology Services - Admin Salary	\$45,781.42
10-62840-140- Technology Services -Classified-Assistant- Salary	\$24,819.04
10-62840-220- Technology Services - Social Security	\$5,374.59
10-62840-230- Technology Services - Retirement	\$24,341.50
10-62840-348- Technology Services - Professional Services	\$17,527.65
10-62840-438- Technology Services - Service Contracts	\$796.70
10-62840-538- Technology Services - Communication/Telephone	\$5,131.23
10-62840-618- Technology Services - Supplies	\$7,012.87
10-62840-618- Technology - printer toner stock	\$11,233.44
10-62840-618- Technology Services - Perkins Grant Supplies	\$1,650.72
10-62840-648- Technology Services - Software	\$2,497.86
10-63210-120- Student Activity - Advisors	\$3,000.00
10-63210-220- Student Activity - Social Security	\$229.50
10-63210-230- Student Activity - Retirement	\$1,035.30
10-64200-430- Site Improvements - Repairs	\$12,616.00
10-64600-430- Building Improvments - Repairs	\$24,092.50
10-65230-931- Capital Project Fund - Transfers	\$309,389.99
Total Expenses	<u>\$3,958,390.17</u>
 NET SURPLUS/(DEFICIT)	 <u>\$179,789.75</u>

Erie County Technical School

Statement of Activities

Capital Projects - July 1, 2020 to January 31, 2021

		<u>7/1/2020 1/31/2021</u>
Revenues		
31-46510-000-000-00-000-00	INTEREST EARNINGS	\$385.39
31-49310-000-000-00-000-00	TRANSFERS FROM GENERAL FUND	\$309,389.99
Total Revenues		<u>\$309,775.38</u>
Expenses		
31-62840-758-000-00-000-00	TECHNOLOGY Services - EQUIPMENT	(\$320.89)
31-64200-430-000-00-000-00	Site Improvements - Fire Alarm Upgrade Project	\$12,894.02
31-64200-430-000-00-000-00	SITE IMPROVEMENTS-REPAIRS - Secure Vestibule Project	\$164,488.60
31-64300-330-000-00-000-00	Pre-Bid Documents - Architect	\$227,213.08
31-64400-330-000-00-000-00	ARCHITECT SERVICES	\$20.00
Total Expenses		<u>\$404,294.81</u>
NET SURPLUS/(DEFICIT)		<u>(\$94,519.43)</u>

Erie County Technical School

Statement of Activities

Student Activities - July 1, 2020 to January 31, 2021

		<u>7/1/2020 1/31/2021</u>
Revenues		
81-46510-000-000-00-000-00	INTEREST INCOME	\$0.52
81-46990-000-000-00-000-00	Student Activities Revenue - SkillsUSA	\$1,874.75
81-46990-000-000-00-000-10	Skills USA - Break Revenue	\$1,611.07
81-46990-001-000-00-000-10	NVTHS - Break Revenue	\$1,748.21
Total Revenues		<u>\$5,234.55</u>
Expenses		
81-63200-610-000-00-000-00	Student Activities -SUPPLIES- SKILLSUSA	\$933.57
81-63200-610-000-00-000-00	Student Activities -SUPPLIES-NVTHS	\$666.58
81-63200-810-000-00-000-00	Student Activities -NTHS DUES	\$550.00
Total Expenses		<u>\$2,150.15</u>
NET SURPLUS/(DEFICIT)		<u>\$3,084.40</u>

Erie County Technical School

Bank Register Report - NWSB General Fund

NWSB GENERAL FUND

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
1010	Accounts Payable	Bank Draft	1/4/2021	Penelec	\$0.00	\$8,472.34	(\$8,472.34)	1/4/2021	Reconciled
1011	Accounts Payable	Bank Draft	1/31/2021	Penelec	\$0.00	\$1,307.55	(\$9,779.89)	1/31/2021	Reconciled
1012	Accounts Payable	Bank Draft	1/31/2021	Penelec	\$0.00	\$6,268.40	(\$16,048.29)	1/31/2021	Reconciled
1013	Accounts Payable	Bank Draft	1/25/2021	Pitney Bowes-Meter Rental	\$0.00	\$186.18	(\$16,234.47)	1/25/2021	Reconciled
1420	Accounts Payable	Computer Check	1/12/2021	Boston Mutual Life Insurance Compan	\$0.00	\$623.38	(\$16,857.85)	1/12/2021	Reconciled
1421	Accounts Payable	Computer Check	1/12/2021	C.M. Regent Insurance Company	\$0.00	\$909.30	(\$17,767.15)	1/12/2021	Reconciled
1422	Accounts Payable	Computer Check	1/12/2021	Courtney Neal	\$0.00	\$24.57	(\$17,791.72)	1/12/2021	Reconciled
1423	Accounts Payable	Computer Check	1/12/2021	General Exterminating	\$0.00	\$200.00	(\$17,991.72)	1/12/2021	Reconciled
1424	Accounts Payable	Computer Check	1/12/2021	Interstate Tax Service, Inc.	\$0.00	\$138.00	(\$18,129.72)	1/12/2021	Reconciled
1425	Accounts Payable	Computer Check	1/12/2021	Jason Klins	\$0.00	\$319.00	(\$18,448.72)	1/12/2021	Reconciled
1426	Accounts Payable	Computer Check	1/12/2021	Knox McLaughlin Gornall & Sennett, P	\$0.00	\$328.00	(\$18,776.72)	1/12/2021	Reconciled
1427	Accounts Payable	Computer Check	1/12/2021	NOREBT	\$0.00	\$64,813.00	(\$83,589.72)	1/12/2021	Reconciled
1428	Accounts Payable	Computer Check	1/29/2021	Autozone	\$0.00	\$4,500.00	(\$88,089.72)	1/29/2021	Outstanding
1429	Accounts Payable	Computer Check	1/29/2021	Benefit Administrators, Inc.	\$0.00	\$333.15	(\$88,422.87)	1/29/2021	Outstanding
1430	Accounts Payable	Computer Check	1/29/2021	BLACKBAUD	\$0.00	\$9,783.35	(\$98,206.22)	1/29/2021	Outstanding
1431	Accounts Payable	Computer Check	1/29/2021	CDW Government	\$0.00	\$20,350.00	(\$118,556.22)	1/29/2021	Outstanding
1432	Accounts Payable	Computer Check	1/29/2021	ComDoc, Inc.	\$0.00	\$1,824.11	(\$120,380.33)	1/29/2021	Outstanding
1433	Accounts Payable	Computer Check	1/29/2021	Dell Marketing L.P.	\$0.00	\$2,579.76	(\$122,960.09)	1/29/2021	Outstanding
1434	Accounts Payable	Computer Check	1/29/2021	Desantis Solutions	\$0.00	\$1,180.00	(\$124,140.09)	1/29/2021	Outstanding
1435	Accounts Payable	Computer Check	1/29/2021	Direct Energy Business	\$0.00	\$6,361.64	(\$130,501.73)	1/29/2021	Outstanding
1436	Accounts Payable	Computer Check	1/29/2021	Fagan Sanitary Supply	\$0.00	\$14,999.00	(\$145,500.73)	1/29/2021	Outstanding
1437	Accounts Payable	Computer Check	1/29/2021	Helen Nelson Trucking	\$0.00	\$3,678.25	(\$149,178.98)	1/29/2021	Outstanding
1438	Accounts Payable	Computer Check	1/29/2021	Kelly Services, Inc.	\$0.00	\$441.00	(\$149,619.98)	1/29/2021	Outstanding
1439	Accounts Payable	Computer Check	1/29/2021	Knox McLaughlin Gornall & Sennett, P	\$0.00	\$3,630.50	(\$153,250.48)	1/29/2021	Outstanding
1440	Accounts Payable	Computer Check	1/29/2021	Koldrock Waters, Inc.	\$0.00	\$153.85	(\$153,404.33)	1/29/2021	Outstanding
1441	Accounts Payable	Computer Check	1/29/2021	Laser Creations by I.D. Systems	\$0.00	\$35.00	(\$153,439.33)	1/29/2021	Outstanding
1442	Accounts Payable	Computer Check	1/29/2021	Monark Student Transportation Corp.	\$0.00	\$300.00	(\$153,739.33)	1/29/2021	Outstanding
1443	Accounts Payable	Computer Check	1/29/2021	MSC Industrial Supply Company	\$0.00	\$2,133.32	(\$155,872.65)	1/29/2021	Outstanding
1444	Accounts Payable	Computer Check	1/29/2021	Mueller Locksmith LLC	\$0.00	\$769.40	(\$156,642.05)	1/29/2021	Outstanding
1445	Accounts Payable	Computer Check	1/29/2021	NaviGate 360, LLC	\$0.00	\$1,000.00	(\$157,642.05)	1/29/2021	Outstanding
1446	Accounts Payable	Computer Check	1/29/2021	NetSupport Incorporated	\$0.00	\$1,636.20	(\$159,278.25)	1/29/2021	Outstanding
1447	Accounts Payable	Computer Check	1/29/2021	Northwest Tri-County IU5	\$0.00	\$1,431.58	(\$160,709.83)	1/29/2021	Outstanding
1448	Accounts Payable	Computer Check	1/29/2021	Pa Pride, LLC	\$0.00	\$22,890.00	(\$183,599.83)	1/29/2021	Outstanding
1449	Accounts Payable	Computer Check	1/29/2021	Perry Highway Hose Company	\$0.00	\$1,500.00	(\$185,099.83)	1/29/2021	Outstanding
1450	Accounts Payable	Computer Check	1/29/2021	PSERS	\$0.00	\$709.16	(\$185,808.99)	1/29/2021	Outstanding
1451	Accounts Payable	Computer Check	1/29/2021	Quest Software Inc.	\$0.00	\$861.66	(\$186,670.65)	1/29/2021	Outstanding
1452	Accounts Payable	Computer Check	1/29/2021	Reinhart Food Service	\$0.00	\$3,446.17	(\$190,116.82)	1/29/2021	Outstanding
1453	Accounts Payable	Computer Check	1/29/2021	Scott Electric	\$0.00	\$970.36	(\$191,087.18)	1/29/2021	Outstanding

Erie County Technical School

Bank Register Report - NWSB General Fund

NWSB GENERAL FUND

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
1454	Accounts Payable	Computer Check	1/29/2021	Service Master	\$0.00	\$9,818.00	(\$200,905.18)	1/29/2021	Outstanding
1455	Accounts Payable	Computer Check	1/29/2021	SJE FBO EnergyMark, LLC	\$0.00	\$100.00	(\$201,005.18)	1/29/2021	Outstanding
1456	Accounts Payable	Computer Check	1/29/2021	Snap-on Industrial	\$0.00	\$1,257.89	(\$202,263.07)	1/29/2021	Outstanding
1457	Accounts Payable	Computer Check	1/29/2021	The Nutrition Group	\$0.00	\$1,012.00	(\$203,275.07)	1/29/2021	Outstanding
1458	Accounts Payable	Computer Check	1/29/2021	Times Publishing Company	\$0.00	\$202.60	(\$203,477.67)	1/29/2021	Outstanding
1459	Accounts Payable	Computer Check	1/29/2021	Unifirst Corporation	\$0.00	\$696.21	(\$204,173.88)	1/29/2021	Outstanding
1461	Accounts Payable	Computer Check	1/29/2021	Wilkins Company, Inc.	\$0.00	\$2,212.85	(\$206,386.73)	1/29/2021	Outstanding
1462	Accounts Payable	Computer Check	1/29/2021	WM. T. Spaeder Co. Inc.	\$0.00	\$371.20	(\$206,757.93)	1/29/2021	Outstanding
1463	Accounts Payable	Computer Check	1/29/2021	PA Principals Association	\$0.00	\$595.00	(\$207,352.93)	1/29/2021	Outstanding
1464	Accounts Payable	Computer Check	1/29/2021	Summit Township Sewer Authority	\$0.00	\$135.18	(\$207,488.11)	1/29/2021	Outstanding
1465	Accounts Payable	Computer Check	1/29/2021	Summit Township Water Authority	\$0.00	\$333.62	(\$207,821.73)	1/29/2021	Outstanding
1466	Accounts Payable	One-Time Check	1/29/2021	Eric Ortiz-Espada	\$0.00	\$1,125.00	(\$208,946.73)	1/19/2021	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$191,587.26)
One-Time Check	(\$1,125.00)
Bank Draft	(\$16,234.47)
Total Payments:	(\$208,946.73)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$208,946.73)

Erie County Technical School
Bank Register Report - Capital Reseve Fd - NWSB Capital Project Checking
 CAPITAL PROJECTS FUND - NWSB

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
1039	Accounts Payable	Computer Check	1/29/2021	HRLC Architects, LLC	\$0.00	\$4,621.26	\$0.00	1/29/2021	Voided
1040	Accounts Payable	Computer Check	1/29/2021	HRLC Architects, LLC	\$0.00	\$7,180.42	(\$7,180.42)	1/29/2021	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$7,180.42)
Total Payments:	(\$7,180.42)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$7,180.42)

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Autozone									
Autozone	1825754066	11/3/2020	2/28/2021	\$238.10	\$0.00		\$238.10	2/28/2021	0
Autozone	1825766091	11/17/2020	2/28/2021	\$9.38	\$0.00		\$9.38	2/28/2021	0
Autozone	1825782502	12/8/2020	2/28/2021	\$50.98	\$0.00		\$50.98	2/28/2021	0
Autozone	1825788165	12/15/2020	2/28/2021	\$81.07	\$0.00		\$81.07	2/28/2021	0
Autozone	1825789290	12/17/2020	2/28/2021	\$37.86	\$0.00		\$37.86	2/28/2021	0
Autozone	1825804780	1/5/2021	2/28/2021	\$69.17	\$0.00		\$69.17	2/28/2021	0
Autozone	1825811366	1/13/2021	2/28/2021	\$24.99	\$0.00		\$24.99	2/28/2021	0
Autozone	1825811603	1/13/2021	2/28/2021	\$52.41	\$0.00		\$52.41	2/28/2021	0
Autozone	1825817323	1/20/2021	2/28/2021	\$250.52	\$0.00		\$250.52	2/28/2021	0
Autozone	1825823889	1/27/2021	2/28/2021	\$117.14	\$0.00		\$117.14	2/28/2021	0
Autozone	1825824799	1/28/2021	2/28/2021	\$67.89	\$0.00		\$67.89	2/28/2021	0
Totals for Autozone:				\$999.51	\$0.00		\$999.51		
Benefit Administrators, Inc.									
Benefit Administrators, Inc.	02/2021SUMMARY	2/15/2021	2/28/2021	\$252.15	\$0.00		\$252.15	2/28/2021	0
Benefit Administrators, Inc.	3848	2/19/2021	2/28/2021	\$45.00	\$0.00		\$45.00	2/28/2021	0
Benefit Administrators, Inc.	3772-1	1/22/2021	2/9/2021	\$12.00	\$0.00		\$12.00	2/5/2021	23
Totals for Benefit Administrators, Inc.:				\$309.15	\$0.00		\$309.15		
Brigiotta's Produce & Garden Center									
Brigiotta's Produce & Garden Center	354596	1/13/2021	2/28/2021	\$49.75	\$0.00		\$49.75	2/28/2021	0
Brigiotta's Produce & Garden Center	358027	2/10/2021	2/28/2021	\$54.40	\$0.00		\$54.40	2/28/2021	0
Totals for Brigiotta's Produce & Garden Center:				\$104.15	\$0.00		\$104.15		
ComDoc, Inc.									
ComDoc, Inc.	4103180	2/1/2021	2/28/2021	\$1,153.75	\$0.00		\$1,153.75	2/28/2021	0
ComDoc, Inc.	4114939	2/8/2021	2/28/2021	\$140.95	\$0.00		\$140.95	2/28/2021	0
Totals for ComDoc, Inc.:				\$1,294.70	\$0.00		\$1,294.70		
Courtney Neal									
Courtney Neal	GE02/11/21	2/11/2021	2/28/2021	\$9.08	\$0.00		\$9.08	2/28/2021	0
Courtney Neal	02/11/2021BELLOS	2/11/2021	2/28/2021	\$11.96	\$0.00		\$11.96	2/28/2021	0
Courtney Neal	02/04/2021GE	2/4/2021	2/28/2021	\$44.30	\$0.00		\$44.30	2/28/2021	0
Courtney Neal	01/14/2021GE	1/14/2021	2/28/2021	\$27.96	\$0.00		\$27.96	2/28/2021	0
Courtney Neal	01/14/2021GE	1/14/2021	2/28/2021	\$47.37	\$0.00		\$47.37	2/28/2021	0
Totals for Courtney Neal:				\$140.67	\$0.00		\$140.67		
Dell Marketing L.P.									
Dell Marketing L.P.	10461351418	2/2/2021	2/28/2021	\$15,258.24	\$0.00		\$15,258.24	2/28/2021	0
Dell Marketing L.P.	10460703305	1/30/2021	2/28/2021	\$2,872.60	\$0.00		\$2,872.60	2/28/2021	0
Dell Marketing L.P.	10461247147	2/2/2021	2/28/2021	\$21,697.37	\$0.00		\$21,697.37	2/28/2021	0

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Dell Marketing L.P.	10463138177	2/9/2021	2/28/2021	\$43,006.45	\$0.00		\$43,006.45	2/28/2021	0
Totals for Dell Marketing L.P.:				\$82,834.66	\$0.00		\$82,834.66		
Desantis Solutions									
Desantis Solutions	228397	2/1/2021	2/28/2021	\$651.15	\$0.00		\$651.15	2/28/2021	0
Totals for Desantis Solutions:				\$651.15	\$0.00		\$651.15		
Direct Energy Business									
Direct Energy Business	HS12311870	2/17/2021	2/28/2021	\$1,068.42	\$0.00		\$1,068.42	2/28/2021	0
Direct Energy Business	HS12292535	2/5/2021	2/28/2021	\$4,974.23	\$0.00		\$4,974.23	2/28/2021	0
Totals for Direct Energy Business:				\$6,042.65	\$0.00		\$6,042.65		
Fagan Sanitary Supply									
Fagan Sanitary Supply	170263	1/27/2021	2/28/2021	\$3,548.00	\$0.00		\$3,548.00	2/28/2021	0
Fagan Sanitary Supply	170314-1	1/27/2021	2/28/2021	\$140.00	\$0.00		\$140.00	2/28/2021	0
Fagan Sanitary Supply	170262	2/4/2021	2/28/2021	\$1,590.00	\$0.00		\$1,590.00	2/28/2021	0
Fagan Sanitary Supply	170515	2/4/2021	2/28/2021	\$1,069.50	\$0.00		\$1,069.50	2/28/2021	0
Fagan Sanitary Supply	170529	2/4/2021	2/28/2021	\$1,262.50	\$0.00		\$1,262.50	2/28/2021	0
Totals for Fagan Sanitary Supply:				\$7,610.00	\$0.00		\$7,610.00		
H. Fred Walker									
H. Fred Walker	01/22/2021EXPENSE	1/22/2021	2/28/2021	\$35.94	\$0.00		\$35.94	2/28/2021	0
Totals for H. Fred Walker:				\$35.94	\$0.00		\$35.94		
Hobart Sales & Service									
Hobart Sales & Service	PA633859	2/18/2021	2/28/2021	\$900.52	\$0.00		\$900.52	2/28/2021	0
Totals for Hobart Sales & Service:				\$900.52	\$0.00		\$900.52		
John Rainey									
John Rainey	2-15-21	2/15/2021	2/28/2021	\$1,680.00	\$0.00		\$1,680.00	2/28/2021	0
Totals for John Rainey:				\$1,680.00	\$0.00		\$1,680.00		
Kelly Services, Inc.									
Kelly Services, Inc.	6095954	2/15/2021	2/28/2021	\$147.00	\$0.00		\$147.00	2/28/2021	0
Kelly Services, Inc.	5095268	2/8/2021	2/28/2021	\$147.00	\$0.00		\$147.00	2/28/2021	0
Kelly Services, Inc.	3086106	1/25/2021	1/31/2021	\$73.50	\$0.00		\$73.50	1/31/2021	28
Totals for Kelly Services, Inc.:				\$367.50	\$0.00		\$367.50		
Knox McLaughlin Gornall & Sennett, P.C.									
Knox McLaughlin Gornall & Sennett, P.C.	2284522	2/2/2021	2/28/2021	\$1,296.00	\$0.00		\$1,296.00	2/28/2021	0
Knox McLaughlin Gornall & Sennett, P.C.	TMS 49963.0057339.00	2/19/2021	2/28/2021	\$8,064.00	\$0.00		\$8,064.00	2/28/2021	0
Knox McLaughlin Gornall & Sennett, P.C.	2284919	2/19/2021	2/28/2021	\$3,362.00	\$0.00		\$3,362.00	2/28/2021	0
Totals for Knox McLaughlin Gornall & Sennett, P.C.:				\$12,722.00	\$0.00		\$12,722.00		

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Koldrock Waters, Inc.									
Koldrock Waters, Inc.	858474	2/15/2021	2/28/2021	\$89.00	\$0.00		\$89.00	2/28/2021	0
Koldrock Waters, Inc.	857106	2/1/2021	2/28/2021	\$37.95	\$0.00		\$37.95	2/28/2021	0
Koldrock Waters, Inc.	857103	2/1/2021	2/28/2021	\$210.50	\$0.00		\$210.50	2/28/2021	0
Koldrock Waters, Inc.	854505-1	1/4/2021	2/28/2021	\$3.00	\$0.00		\$3.00	2/28/2021	0
Koldrock Waters, Inc.	857105	2/1/2021	2/28/2021	\$11.95	\$0.00		\$11.95	2/28/2021	0
Koldrock Waters, Inc.	854506	1/4/2021	2/28/2021	\$11.95	\$0.00		\$11.95	2/28/2021	0
Koldrock Waters, Inc.	854509	1/4/2021	2/28/2021	\$23.95	\$0.00		\$23.95	2/28/2021	0
<i>Totals for Koldrock Waters, Inc.:</i>				<u>\$388.30</u>	<u>\$0.00</u>		<u>\$388.30</u>		
Monark Student Transportation Corp.									
Monark Student Transportation Corp.	M15477	1/31/2021	2/28/2021	\$400.00	\$0.00		\$400.00	2/28/2021	0
<i>Totals for Monark Student Transportation Corp.:</i>				<u>\$400.00</u>	<u>\$0.00</u>		<u>\$400.00</u>		
MSC Industrial Supply Company									
MSC Industrial Supply Company	55678543	2/5/2021	2/28/2021	\$4,425.14	\$0.00		\$4,425.14	2/28/2021	0
<i>Totals for MSC Industrial Supply Company:</i>				<u>\$4,425.14</u>	<u>\$0.00</u>		<u>\$4,425.14</u>		
National Fuel Gas									
National Fuel Gas	03/04/2021SC	2/16/2021	2/28/2021	\$814.88	\$0.00		\$814.88	3/4/2021	0
National Fuel Gas	02/20/2021HS	2/20/2021	2/28/2021	\$3,346.81	\$0.00		\$3,346.81	2/20/2021	8
<i>Totals for National Fuel Gas:</i>				<u>\$4,161.69</u>	<u>\$0.00</u>		<u>\$4,161.69</u>		
Northwest Tri-County IU5									
Northwest Tri-County IU5	MISC006061	2/4/2021	2/28/2021	\$161.93	\$0.00		\$161.93	2/28/2021	0
<i>Totals for Northwest Tri-County IU5:</i>				<u>\$161.93</u>	<u>\$0.00</u>		<u>\$161.93</u>		
Northwestern Roofing									
Northwestern Roofing	452129	2/17/2021	2/28/2021	\$387.60	\$0.00		\$387.60	3/19/2021	0
<i>Totals for Northwestern Roofing:</i>				<u>\$387.60</u>	<u>\$0.00</u>		<u>\$387.60</u>		
Pa Pride, LLC									
Pa Pride, LLC	1077	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1080	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1078	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1079	2/5/2021	2/28/2021	\$5,300.00	\$0.00		\$5,300.00	2/28/2021	0
Pa Pride, LLC	1028	9/30/2020	2/28/2021	\$4,950.00	\$0.00		\$4,950.00	2/28/2021	0
<i>Totals for Pa Pride, LLC:</i>				<u>\$26,150.00</u>	<u>\$0.00</u>		<u>\$26,150.00</u>		
Pepsi Beverages Company									
Pepsi Beverages Company	LF19128522627	2/23/2021	2/28/2021	\$27.38	\$0.00		\$27.38	2/28/2021	0
Pepsi Beverages Company	LF200218536076	2/23/2021	2/28/2021	\$14.49	\$0.00		\$14.49	2/28/2021	0
<i>Totals for Pepsi Beverages Company:</i>				<u>\$41.87</u>	<u>\$0.00</u>		<u>\$41.87</u>		

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Rabe Environmental Systems Inc.									
Rabe Environmental Systems Inc.	8345	2/18/2021	2/28/2021	\$101.00	\$0.00		\$101.00	2/28/2021	0
Totals for Rabe Environmental Systems Inc.:				\$101.00	\$0.00		\$101.00		
Reinhart Food Service									
Reinhart Food Service	682968	11/19/2020	2/28/2021	\$41.24	\$0.00		\$41.24	2/28/2021	0
Reinhart Food Service	733220	2/9/2021	2/28/2021	\$381.37	\$0.00		\$381.37	2/28/2021	0
Reinhart Food Service	743925	2/23/2021	2/28/2021	\$395.80	\$0.00		\$395.80	2/28/2021	0
Reinhart Food Service	727927	2/2/2021	2/28/2021	\$457.60	\$0.00		\$457.60	2/28/2021	0
Reinhart Food Service	733201	2/9/2021	2/28/2021	\$570.96	\$0.00		\$570.96	2/28/2021	0
Reinhart Food Service	738291	2/16/2021	2/28/2021	\$934.59	\$0.00		\$934.59	2/28/2021	0
Reinhart Food Service	717786	1/19/2021	2/28/2021	\$2,528.91	\$0.00		\$2,528.91	2/19/2021	9
Totals for Reinhart Food Service:				\$5,310.47	\$0.00		\$5,310.47		
Robert Eggleston									
Robert Eggleston	02/19/2021EXPENSE	2/19/2021	2/28/2021	\$143.84	\$0.00		\$143.84	2/28/2021	0
Totals for Robert Eggleston:				\$143.84	\$0.00		\$143.84		
Scott Electric									
Scott Electric	2399534	2/12/2021	2/28/2021	\$209.65	\$0.00		\$209.65	2/12/2021	16
Scott Electric	2399533	2/12/2021	2/12/2021	\$255.40	\$0.00		\$255.40	2/28/2021	0
Scott Electric	2393491	2/9/2021	2/28/2021	\$136.16	\$0.00		\$136.16	2/28/2021	0
Scott Electric	2393492	2/9/2021	2/28/2021	\$22.85	\$0.00		\$22.85	2/28/2021	0
Scott Electric	2371466	1/26/2021	2/28/2021	\$344.25	\$0.00		\$344.25	2/28/2021	0
Scott Electric	2369227	1/25/2021	2/28/2021	\$59.58	\$0.00		\$59.58	2/28/2021	0
Totals for Scott Electric:				\$1,027.89	\$0.00		\$1,027.89		
Service Master									
Service Master	A42087	2/22/2021	2/28/2021	\$4,909.00	\$0.00		\$4,909.00	2/28/2021	0
Totals for Service Master:				\$4,909.00	\$0.00		\$4,909.00		
Summit Township Sewer Authority									
Summit Township Sewer Authority	03/10/2021SEWER	2/11/2021	2/28/2021	\$287.71	\$0.00		\$287.71	3/10/2021	0
Totals for Summit Township Sewer Authority:				\$287.71	\$0.00		\$287.71		
The Nutrition Group									
The Nutrition Group	5606	2/3/2021	2/28/2021	\$1,012.00	\$0.00		\$1,012.00	2/28/2021	0
Totals for The Nutrition Group:				\$1,012.00	\$0.00		\$1,012.00		
The Wilkins Co., Inc.									
The Wilkins Co., Inc.	55039	1/26/2021	2/28/2021	\$948.00	\$0.00		\$948.00	2/28/2021	0
Totals for The Wilkins Co., Inc.:				\$948.00	\$0.00		\$948.00		

Erie County Technical School

Open Invoice Report

General Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Times Publishing Company									
Times Publishing Company	11193013121	1/31/2021	2/28/2021	\$1,830.00	\$0.00		\$1,830.00	2/28/2021	0
Totals for Times Publishing Company:				\$1,830.00	\$0.00		\$1,830.00		
Unifirst Corporation									
Unifirst Corporation	1512170	2/2/2021	2/28/2021	\$75.37	\$0.00		\$75.37	2/28/2021	0
Unifirst Corporation	1512150	2/2/2021	2/28/2021	\$156.86	\$0.00		\$156.86	2/28/2021	0
Totals for Unifirst Corporation:				\$232.23	\$0.00		\$232.23		
Verizon Wireless									
Verizon Wireless	9872823972	2/19/2021	2/28/2021	\$326.36	\$0.00		\$326.36	2/28/2021	0
Totals for Verizon Wireless:				\$326.36	\$0.00		\$326.36		
Warren Company									
Warren Company	809460100	1/19/2021	2/28/2021	\$1,152.01	\$0.00		\$1,152.01	2/19/2021	9
Warren Company	809511100	1/26/2021	2/28/2021	\$419.50	\$0.00		\$419.50	2/26/2021	2
Warren Company	809749100	1/26/2021	2/28/2021	\$253.02	\$0.00		\$253.02	2/26/2021	2
Totals for Warren Company:				\$1,824.53	\$0.00		\$1,824.53		
Welders Supply									
Welders Supply	474746	2/3/2021	2/28/2021	\$250.02	\$0.00		\$250.02	2/28/2021	0
Totals for Welders Supply:				\$250.02	\$0.00		\$250.02		
Winkle Electric									
Winkle Electric	S100042437.001	1/29/2021	2/28/2021	\$221.83	\$0.00		\$221.83	2/28/2021	0
Totals for Winkle Electric:				\$221.83	\$0.00		\$221.83		
WM. T. Spaeder Co. Inc.									
WM. T. Spaeder Co. Inc.	W20119	12/16/2020	2/28/2021	\$3,215.93	\$0.00		\$3,215.93	2/28/2021	0
Totals for WM. T. Spaeder Co. Inc.:				\$3,215.93	\$0.00		\$3,215.93		
GRAND TOTALS:				\$173,449.94	\$0.00		\$173,449.94		

Erie County Technical School

Open Invoice Report

General Fund

Report name: New Open Invoice Report

Report format: Detail

Show invoices open as of: 2/28/2021

Calculate discounts as of today

Base invoice aging on: Due date

Include all invoice dates

Include all post dates

Include all due dates

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: 10-01040

Include all Invoice Attributes

Include all Vendor Attributes

Erie County Technical School
Open Invoice Report
 Capital Projects Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
HRLC Architects, LLC									
HRLC Architects, LLC	3/3 prebid	1/7/2021	1/31/2021	\$225,000.00	\$0.00		\$225,000.00	1/31/2021	28
HRLC Architects, LLC	reimbursable - prebi	1/7/2021	1/31/2021	\$2,213.08	\$0.00		\$2,213.08	1/31/2021	28
<i>Totals for HRLC Architects, LLC</i>				<u>\$227,213.08</u>	<u>\$0.00</u>		<u>\$227,213.08</u>		
GRAND TOTALS:				\$227,213.08	\$0.00		\$227,213.08		

Erie County Technical School
Open Invoice Report
Capital Projects Fund

Report name: Open Invoices CAPITAL PROJECTS

Report format: Detail

Show invoices open as of: 2/28/2021

Calculate discounts as of: 2/28/2021

Base invoice aging on: Due date

Include these invoice dates: This fiscal year (7/1/2020 to 6/30/2021)

Include all post dates

Include all due dates

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: 31-01011, 31-01130

Include all Invoice Attributes

Include all Vendor Attributes

Erie County Technical School

Open Invoice Report

Student Activities Fund

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
ECTS-General Fund									
ECTS-General Fund	DUE TO GF	2/24/2021	2/28/2021	\$1,668.78	\$0.00		\$1,668.78	2/28/2021	0
	<i>Totals for ECTS-General Fund:</i>			<u>\$1,668.78</u>	<u>\$0.00</u>		<u>\$1,668.78</u>		
			GRAND TOTALS:	\$1,668.78	\$0.00		\$1,668.78		

Erie County Technical School

Open Invoice Report

Student Activities Fund

Report name: New Open Invoice Report

Report format: Detail

Show invoices open as of: 2/28/2021

Calculate discounts as of today

Base invoice aging on: Due date

Include all invoice dates

Include all post dates

Include all due dates

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: 81-01070

Include all Invoice Attributes

Include all Vendor Attributes

VISA Statement January 27, 2021

<u>Cardholder Name</u>	<u>Budget Account Number</u>	<u>Amount</u>	<u>Supplier</u>	<u>Date</u>
Balsiger	10-61380-610-000-00-000-270	55.08	Wal-Mart #2278	01/27/2021
Birchard	10-62620-415-000-00-000-000	158.00	Cintas Corp	01/06/2021
Birchard	10-61610-610-100-40-000-000	66.05	Welders Supply Company	01/12/2021
Birchard	10-04990-000-000-00-000-273	270.90	Millennium Systems Intern	01/13/2021
Birchard	10-62620-411-000-00-000-000	1130.67	Waste Mgmt Wm Ezpay	01/13/2021
Birchard	10-62840-538-000-00-000-000	651.55	Vzwrlls*my Vz Vb P	01/13/2021
Birchard	10-62122-610-000-00-000-004	52.48	Officemax/Officedept#6877	01/15/2021
Birchard	10-62360-610-000-00-000-000	5.39	Officemax/Officedept#6877	01/15/2021
Birchard	10-62511-610-000-00-000-000	30.44	Officemax/Officedept#6877	01/15/2021
Birchard	10-62840-538-000-00-000-000	232.58	Velocity Network Inc	01/21/2021
Birchard	10-61380-610-000-00-000-273	97.20	The Wella Corporation	01/22/2021
Birchard	10-61380-610-000-00-000-273	75.54	The Wella Corporation	01/26/2021
Birchard	10-62831-610-000-00-000-000	28.59	Giant-Eagle #4035	01/26/2021
Birchard	10-62831-610-000-00-000-000	12.72	Dollar General #15315	01/27/2021
Carr	10-62834-810-000-00-000-000	170.00	Ase Education Foundati	01/05/2021
Carr	10-62834-810-000-00-000-000	115.00	Acte	01/12/2021
Carr	10-62122-635-000-00-000-003	105.92	Panera Bread #203483 O	01/21/2021
Doty	10-62831-610-000-00-000-000	16.57	Amzn Mktp Us	01/15/2021
Doty	10-62831-610-000-00-000-000	15.20	Amzn Mktp Us	01/20/2021
Doty	10-62831-610-000-00-000-000	489.75	Www.Notary.Org	01/22/2021
Eggleston	10-62122-610-000-00-000-005	44.00	Edweek Print Digital	01/20/2021
Fair	10-62840-618-000-00-000-000	159.60	Batteries + Bulbs-#0642	01/12/2021
Fair	10-62840-618-000-00-000-000	46.99	Staples 00103556	01/13/2021
Fox	10-61341-610-000-00-000-000	36.01	Wal-Mart #2278	01/05/2021
Fox	10-61341-610-000-00-000-000	38.40	Samsclub #6675	01/07/2021
Fox	10-61341-610-000-00-000-000	31.14	Wm Supercenter #2278	01/12/2021
Fox	10-61341-610-000-00-000-000	6.84	Wm Supercenter #2278	01/13/2021
Fox	10-61341-610-000-00-000-000	29.24	Sams Club #6675	01/15/2021
Fox	10-61341-610-000-00-000-000	26.86	Wm Supercenter #2278	01/26/2021
Klins	10-61370-610-000-00-000-261	67.46	Amzn Mktp Us	01/07/2021
Marzka	10-62620-610-000-00-000-000	79.66	Lowes #00226	01/13/2021
Miller	10-61370-610-000-00-000-264	64.67	Amzn Mktp Us	01/18/2021
Miller	10-61370-610-000-00-000-264	-199.99	Officemax/Officedept#6877	01/18/2021
Salorino	10-61380-610-000-00-000-266	184.65	Veritiv-Midwest	01/25/2021
Sanders	10-61342-610-000-00-000-001	111.21	Instacart	01/05/2021
Sanders	10-61342-610-000-00-000-001	42.82	Amzn Mktp Us	01/11/2021
Sanders	10-61342-610-000-00-000-001	309.17	Instacart	01/12/2021
Sanders	10-61342-610-000-00-000-001	67.18	Instacart	01/14/2021
Sargent	10-61370-610-000-00-000-262	32.50	Paypal	01/11/2021
Sargent	10-61370-610-000-00-000-262	-1.84	Paypal	01/12/2021
Sargent	10-61370-610-000-00-000-262	70.25	Hobbylinc Com	01/14/2021
Sargent	10-61370-610-000-00-000-262	160.00	Paypal	01/15/2021
Sargent	10-61370-610-000-00-000-262	24.32	Michaels Stores 2030	01/18/2021

VISA Statement January 27, 2021

<u>Cardholder Name</u>	<u>Budget Account Number</u>	<u>Amount</u>	<u>Supplier</u>	<u>Date</u>
Steever	10-61380-610-000-00-000-271	63.11	Amzn Mktp Us	01/18/2021
Steever	10-61380-610-000-00-000-271	97.99	Amzn Mktp Us	01/19/2021
Steever	10-61380-610-000-00-000-271	29.95	Amzn Mktp Us	01/19/2021
Steever	10-61380-610-000-00-000-271	38.10	Amzn Mktp Us	01/22/2021
Steever	10-61380-610-000-00-000-271	18.35	Amzn Mktp Us	01/22/2021
Steever	10-61380-610-000-00-000-271	89.99	Amzn Mktp Us	01/25/2021
Steever	10-61380-610-000-00-000-271	12.72	Amzn Mktp Us	01/25/2021
Steever	10-61380-610-000-00-000-271	27.98	Amzn Mktp Us	01/25/2021
Steever	10-61380-610-000-00-000-271	54.93	Amzn Mktp Us	01/25/2021
Steever	10-61380-610-000-00-000-271	44.39	Amzn Mktp Us	01/25/2021
Steever	10-61380-610-000-00-000-271	27.09	Amazon.Com*m63kn0dh3 Am	01/25/2021
Suprynowicz	10-61380-610-000-00-000-277	85.10	Amazon.Com*2686628w3	01/27/2021
Tarasovitch	10-62360-610-000-00-000-000	747.78	Paper Direct	01/15/2021
Tarasovitch	10-62360-610-000-00-000-000	73.47	Gfs Store #0723	01/19/2021
Tarasovitch	10-62360-610-000-00-000-000	224.00	Laser Creations By Isi	01/20/2021
Tarasovitch	10-62360-610-000-00-000-000	42.97	Wegmans #075	01/27/2021
Taylor	10-61380-610-000-00-000-279	75.45	Welders Supply Company	12/31/2020
Taylor	10-61380-610-000-00-000-279	9.97	Sp * Diy Welding Plans	01/04/2021
Taylor	10-61380-610-000-00-000-279	208.94	Welders Supply Company	01/14/2021
Vonvolkenburg	10-62620-610-000-00-000-000	173.06	The Webstaurant Store	01/06/2021
Vonvolkenburg	10-62620-610-000-00-000-000	1345.84	Fagan Sanitary Supply	01/06/2021
Vonvolkenburg	10-62620-610-000-00-000-000	210.90	Fagan Sanitary Supply	01/06/2021
Vonvolkenburg	10-62620-610-000-00-000-000	102.05	Janitors Supply Co #1	01/14/2021
Vonvolkenburg	10-62620-610-000-00-000-000	156.70	Msc	01/15/2021
Vonvolkenburg	10-62620-610-000-00-000-000	178.22	Msc	01/19/2021
Vonvolkenburg	10-62620-610-000-00-000-000	552.96	Smartsign	01/20/2021
Walter	10-61380-610-000-00-000-271	151.98	Welders Supply Company	01/26/2021
Walter	10-61380-610-000-00-000-271	102.92	Lowes #00226	01/26/2021
Walter	10-61380-610-000-00-000-271	89.13	Staples 00103556	01/27/2021
Warren	10-61342-610-000-00-000-000	27.37	Amzn Mktp Us	01/06/2021
Warren	10-61342-610-000-00-000-000	37.10	Pressed	01/11/2021
Warren	10-61342-610-000-00-000-000	104.68	Amzn Mktp Us	01/13/2021
Warren	10-61342-610-000-00-000-000	45.29	Wegmans #075	01/14/2021
Warren	10-61342-610-000-00-000-000	145.84	Amzn Mktp Us	01/18/2021
Warren	10-61342-610-000-00-000-000	14.85	Wegmans #075	01/20/2021
Warren	10-61342-610-000-00-000-000	96.95	Amzn Mktp Us	01/27/2021
Woodburn	10-61390-610-000-00-000-000	132.90	Quill Corporation	01/27/2021
Zellefrow	10-61320-610-000-00-000-000	180.85	Uniforms Usa	01/07/2021
Zellefrow	10-61320-610-000-00-000-000	29.97	Amzn Mktp Us	01/13/2021
Zellefrow	10-61320-610-000-00-000-000	65.99	Amzn Mktp Us	01/14/2021
Zellefrow	10-61320-610-000-00-000-000	149.78	Amzn Mktp Us	01/14/2021
Zellefrow	10-61320-610-000-00-000-000	102.76	Amzn Mktp Us	01/15/2021
Zellefrow	10-61320-610-000-00-000-000	60.97	Uniforms Usa	01/15/2021

Total for January 2021 \$ **11,442.11**



8500 Oliver Road
Erie, Pennsylvania 16509-4699
Phone: (814) 464-8660
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www.ects.org
Equal Opportunity Education Institution

**Administrative Services/Human Resources Coordinator Report
February 2021**

STAFFING:

Administration

Motion to hire C. Michael Miller to the position of IT Manager.

Motion to accept resignation of Business Manager, Terri Birchard.

Classified

Motion to ratify hiring of LT Sub – Kristen Weismiller, SAA-2 Instructional Aide effective 2/1/2021.

Motion to approve addition of a Grounds/Utility Position M-4 (12 month, 20 hour per week) in lieu of Summer help positions.

PAYROLL:

ACA 1095's completed and disseminated.

STAFF DEVELOPMENT:

Review/update of school wide job descriptions is in progress.

ADMINISTRATIVE SERVICES:

Policy review/updates for 2020 submitted, 1st read, 2nd read, and retirement.

Professional Unit negotiations continue.

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 25, 2021

SUBJECT: Retirement-Terri Birchard

CATEGORY: Operations: Policy: Information: Personnel: X

INITIATED BY: Cat Doty, Administrative Services/Human Resources
Coordinator

DESCRIPTION:

Terri Birchard, has expressed her intent to retire. Her last date of employment will be March 11, 2021(see attached letter).

RECOMMENDATION:

Motion to accept the retirement request of Terri Birchard with her last day of work being March 11, 2021.

February 24, 2021

Dr. H. Fred Walker, Director
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Retirement request effective March 11, 2021

Dear Dr. Walker,

After more than six and one-half years of administrative service to the staff and community serving as the Business Manager at Erie County Technical School, I am submitting my request for retirement effective March 11, 2021, with my last day of work being Wednesday, March 10, 2021.

The experiences I have had and many friendships I have made during my years at the ECTS have enriched my life and will remain with me forever. I thank everyone at ECTS for allowing me to be a part of these priceless opportunities.

Respectfully,


Terri L. Birchard, CPA

February 24, 2021

Dr. H. Fred Walker, Director
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Retirement request effective March 11, 2021

Dear Dr. Walker,

After more than six and one-half years of administrative service to the staff and community serving as the Business Manager at Erie County Technical School, I am submitting my request for retirement effective March 11, 2021, with my last day of work being Wednesday, March 10, 2021.

The experiences I have had and many friendships I have made during my years at the ECTS have enriched my life and will remain with me forever. I thank everyone at ECTS for allowing me to be a part of these priceless opportunities.

Respectfully,


Terri L. Birchard, CPA

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 10, 2021

SUBJECT: Part-Time Grounds /Utility Position (M-4)

CATEGORY: **Operations:** **Policy:** **Information:** **Personnel: X**

INITIATED BY: Catherine Doty, Administrative Services / HR Coordinator

DESCRIPTION:

Addition of Grounds/Utility Position M-4, 12 month, 20 hours per week. In leu of hiring summer helper positions.

See attached job description.

RECOMMENDATION:

Motion to accept addition of Grounds/Utility Position and job description.

ERIE COUNTY TECHNICAL SCHOOL

Job Qualifications

TITLE: GROUND/UTILITY (M-4)
DEPARTMENT: Maintenance
REPORTS TO: Facilities Manager
REVISION DATE: 02/2021

REQUIREMENTS: Act 34/151 Clearances.

- a. Valid motor vehicle driver's license.
- b. Able to perform essential computer related tasks.
- c. Specific technical training related to duties, and demonstrated technical working experience.
- d. High school graduate.
- e. Act 34/151 Clearances.

TALENTS: This position requires the employee to desire to be of service to others, a need for expertise in their field and the ability to be a team player. In addition, the employee must be able to solve problems and be personally accountable for their work.

Job Statement: To maintain the physical plant and grounds in a clean, comfortable, safe, and attractive condition.

PERFORMANCE RESPONSIBILITIES:

1. Maintain and service the grounds:

- a. Lawn care and repair.
- b. Care of trees, shrubs, flower beds.
- c. Keep the grounds free from trash and rubbish.
- d. Keep driveways, parking areas, walkways, and entrances free of snow and ice and in good repair.
- e. Maintain tools and equipment in good operational condition.

2. Assist in maintenance and service of the facility (external and internal).

- a. Custodial - Perform routine functions and major and/or minor cleaning projects including all
 - i. responsibilities and tasks of the Custodian (C-1, C-2) as assigned, following established schedules.
- b. methods, and techniques while observing safe work practices.
- c. Painting, patching, caulking, sealing, glazing.
- d. Roof maintenance and repair.
- e. Maintenance of hardware, doors, windows, locks, lockers, and other structural elements in Good.
- f. operational condition.

3. Receive, store, distribute, account for, and disposal of equipment, materials, and supplies.

4. Assist in maintenance, replacement, repair, installation, alteration, construction, and testing:

- a. Electrical circuits, motors, transformers, appliances, and communication equipment.
- b. Heating, ventilation, air conditioning, and refrigeration systems, pipes, plumbing fixtures,
- c. draining
- d. and sewer lines.
- e. Mechanical equipment.

5. Operates and adjusts:

- a. Water supply systems.
- b. Energy management systems.
- c. Emergency systems.

6. Other duties may be assigned as needed.

BARGAINING UNIT CLASSIFICATION: M-4 TERMS OF EMPLOYMENT: 12 months, 20 hours per week.

I have reviewed the above job description and analysis and understand the requirements of the position.

Employee

Date

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ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 1, 2021

SUBJECT: Long Term Substitute Instructional Aide (SAA-2)

CATEGORY: **Operations:** **Policy:** **Information:** **Personnel: X**

INITIATED BY: Catherine Doty, Administrative Services / HR Coordinator

DESCRIPTION:

The Erie County Technical School Administration recommends hiring Kristin Weismiller as a Long-Term Substitute Instructional Aide at the rate of \$16.46 per hour beginning on or after February 1, 2021.

RECOMMENDATION:

Motion to ratify the hire of Kristin Weismiller as a Long-Term Substitute Instructional Aide at a rate of \$16.46 per hour effective on or after February 1, 2021.

ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM

DATE: February 1, 2021

SUBJECT: Permanent Employee Status

CATEGORY: Operations: Policy: Information: Personnel: X

INITIATED BY: Cat Doty, Administrative Services/Human Resources Coordinator

DESCRIPTION:

Classified Employees serve a probationary period of 120 days prior to recommendation for regular employment to the Operating Committee (Article I, Section 6). Kathy Pagano, Instructional Aide, SAA-2 will have completed her 120-day probationary period. This will result in a change in rate from \$16.46 to \$16.71 per hour.

RECOMMENDATION:

Motion to grant regular employment status to Kathy Pagano, a SAA-2, Instructional Aide, effective March 2, 2021, at the rate of \$16.71 per hour.

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: February 22, 2021

SUBJECT: Construction Trades Instructor

CATEGORY: **Operations:** **Policy:** **Information:** **Personnel: X**

INITIATED BY: Cat Doty, Administrative Services/HR Coordinator

DESCRIPTION:

The Erie County Technical School Administration recommends hiring C. Michael Miller as the Information Systems & Technology Manager at an annual salary of \$78,500 plus benefits consistent with PA ACT 93 effective on or after February 25, 2021.

The following notable points are offered regarding Mr. Miller:

- Mr. Miller has over 20 years of working experience in the technology field.
- Mr. Miller served the Fortis Institute as Director of Information Technology where he:
 - ✓ Managed a 600-node student network and a 100-node administration network.
 - ✓ Managed the help desk.
- Designed and implemented:
 - ✓ 5-year strategic technology improvement plan.
 - ✓ Campus-wide WAN infrastructure upgrade.
 - ✓ High speed wireless connectivity plan.
- Mr. Miller served the Northwestern School as the District Computer Services Manager where he:
 - ✓ Assembled school wide Microsoft Windows personal computers.
 - ✓ Routine maintenance of network servers.
- Mr. Miller currently serves as our Computer Networking Technology Instructor.
- Mr. Miller is a distinguished faculty leader of our Professional Learning Community.
- Mr. Miller is a Co-Advisor to our SkillsUSA Student Organization.
- Mr. Miller holds the following credentials:
 - ✓ MS Degree Instructional Technology.
 - ✓ BS in Information Technology.
 - ✓ BS Education Network Systems and Technology 7-12 Cert

RECOMMENDATION:

Motion to hire C. Michael Miller on or after February 25, 2021 based on the salary of \$78,500 per year.

**Erie County Technical School
Director's Report
February 2021**

Roundabout

1. No new information.

Renovation Status

1. Architect completion of design – Presentation tonight.
2. Next steps?
3. Points to consider:
 - a. Summit Township requirement for surety guarantee of 50,325 for the Storm Water Management Plan prior to their approving the Land Management Plan (cashier's check or Bond).
 - b. Clerk of the Works.
 - c. To bid, or not to bid...?
 - d. Discussion of project scale/scope vis. a vis funding reduction.
 - e. Approaching school districts.

ECTS Schedule

1. The ECTS began the third (3rd) academic quarter on January 19th.
2. The ECTS will remain on the hybrid schedule in accordance with current COVID-19 community spread – Two weeks on “Moderate” Transmission before changes in attendance pattern can be discussed/implemented.
3. The ECTS temporarily closed one lab for a COVID-19 exposure.
4. Still experiencing targeted closures from sending school districts.

ECTS Operations

1. Dr. Walker and Principal Tarasovitch have been actively engaged in the spring 2021 teacher walk through and evaluation processes.

2. Work on an Electro-Mechanical Engineering Technology (Mechatronics) program with a Drone Technology emphasis continues. CTDSL Neil Donovan is involved with the work effort.
 - a. Our regional Workforce Development Board (PA Job Connect) confirmed there is a data-based need for a Mechatronics program in Erie **prior** to the formal meeting with the EECPA Engineering and Industrial Technology Career Pathways group.
 - b. A formal meeting with the EECPA was conducted Monday, February 22, 2021.
 - c. A call to form an Occupational Advisory Committee was shared with the ECCP group.
 - d. Next step is to survey student interest in the sending school districts.
3. We conducted an internal and external search for an Information Technology Manager.
 - a. All members of the Administrative team participated.
 - b. Recommendation for hiring is forthcoming.
4. 339 Audit
 - a. PDE revised their timeline for 339 Audits moving our required audit from March 2021 until a date TBD in 2021/2022.
 - b. We are in the final stages of audit preparation at this time.
 - c. We will submit the audit to PDE next year due to changes in the PDE timeline.
5. ECTS Comprehensive Plan (three-year cycle).
 - a. The ECTS is a Phase 3 school originally scheduled for 2021.
 - b. PDE revised their timeline for Comprehensive Planning moving our required audit from 2021 until a date TBD in 2021/2022.

Student Activity

1. SkillsUSA conference call was conducted with regional CTC Directors.
2. There will NOT be a District 10 SkillsUSA competition this year due to COVID-19.
3. There will be an ECTS-specific SkillsUSA competition this year – Planning is underway for ECTS-specific competitions.

Other Action Items This Month



Knox McLaughlin Gornall & Sennett, P.C.

120 West Tenth Street | Erie, Pennsylvania 16501-1461
814-459-2800 | 814-453-4530 fax | www.kmgslaw.com

Timothy M. Sennett

tsennett@kmgslaw.com

Christopher F. Sennett

csennett@kmgslaw.com

Licensed in PA

February 17, 2021

Dr. H. Fred Walker
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Juul Labs, Inc. Class Action Lawsuit- Participation of the Erie County Technical School

Dear Dr. Walker:

We are writing today to discuss a class action lawsuit that has been filed against e-cigarette manufacturer JUUL Labs, Inc. ("JUUL") and its vaping partners regarding its targeting of school age children for the use of vaping products. School Districts throughout the United States have sued JUUL and associated companies claiming that they have engaged in a deceptive marketing scheme that targeted youth and cost school districts millions of dollars to combat the vaping crises of nicotine. This correspondence is to gauge the Erie County Technical School's (the "Technical School") interest in joining the consolidated class action lawsuit against JUUL.

The lawsuits against JUUL have been consolidated in the U.S. District Court for the Northern District of California to seek injunctive relief and abatement to combat the e-cigarette epidemic as well as compensatory damages to recoup the resources schools have expended and will need to continue to expend to address the youth vaping epidemic created by JUUL's misconduct. Knox McLaughlin Gornall & Sennett, P.C. has entered into an agreement with Lynn, Lynn, Blackman & Manitsky P.C., and Frazer PLC (the "Firms") that will allow us to continue representing the Technical School while relying on our national partners' engagement in the ongoing class action suit. The Erie School District and Warren County School District have both agreed to participate in the lawsuit as recently discussed in an article from February 12, 2021 in the Erie Times-News. A copy of the article is attached hereto for your review.

In the event that the Technical School is interested in participating in the class action lawsuit against JUUL, there will be no upfront cost to participate and any fees will be collected on a contingency fee basis in the event damages are recovered. Please find attached to this correspondence a copy of the Fee Agreement between the Technical School and the Firms for your review. In the event that the Technical School is interested in participating in the class action, we would ask that the Technical School execute a copy of the Fee Agreement and return it at your earliest convenience. We would ask that the Technical School dedicate a sufficient amount of time researching and providing data to the Firms in order to establish a claim on

February 17, 2021

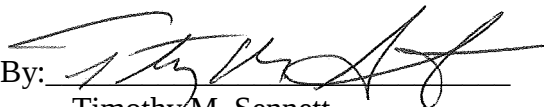
Page 2

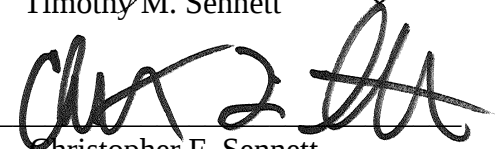
behalf of the Technical School and to prove damages related to that claim. There will be no other cost to participate in the lawsuit.

Please feel free to contact us with any questions you may have regarding the above.
Thank you.

Very truly yours,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

By: 
Timothy M. Sennett

By: 
Christopher F. Sennett

CFS/smt
Enclosures

2229999.v1



EDUCATION

Erie School District to join others in suing Juul, claiming vaping company targeted minors

Ed Palattella Erie Times-News

Published 5:01 a.m. ET Feb. 12, 2021 | Updated 12:24 p.m. ET Feb. 12, 2021

Story Highlights

Erie School Board approves filing of a lawsuit against e-cigarette company Juul

Like other suits nationwide, Erie suit would claim Juul's marketing targeted minors

Juul says it aims "to reset vapor category in the U.S."

The Erie School District is joining scores of public school districts and other government entities nationwide in taking legal action over underage vaping.

The Erie School Board has authorized the district to sue Juul Labs Inc., claiming the nation's largest electronic cigarette company wrongfully marketed its products — with their streamlined designs and fruity flavors — to youth, spurring a vaping epidemic among students, harming their health and adding to the district's costs.

The School Board at its monthly meeting on Wednesday night unanimously approved a representation agreement with three law firms to pursue the litigation against Juul, the first step in what will lead to the filing of a lawsuit in what could be U.S. District Court in Erie.

From the Erie School District's perspective, "Juul did target its marketing efforts at children and caused the vaping epidemic across the nation," Erie schools Superintendent Brian Polito said in an interview. "We think it is a public health issue that needs to be addressed, including with litigation."

Polito said the Erie School District has had to spend money as it tries to stop vaping at its schools. He said teachers have also had to address students in health classes to "raise

awareness of the dangers of vaping."

Based on the complaints in other lawsuits against Juul, the district could seek damages and ask a judge to enjoin Juul from continuing objectionable marketing practices

The Erie School District's case, if filed in federal court in Erie, would be transferred to federal court for the Northern District of California, which includes San Francisco, where Juul is based.

Federal courts nationwide have transferred hundreds of cases against Juul to that district, where the suits have been consolidated in multidistrict litigation. Plaintiffs include school districts, Native American tribes and local and state governments. The number of cases against Juul in the multidistrict litigation totaled 758 as of July, according to the website Drugwatch, which tracks drug-related litigation.

The federal Centers for Disease Control and Prevention has called the use of e-cigarettes by high school and middle school students an epidemic, providing fuel for the lawsuits aimed at Juul.

Pennsylvania Attorney General Josh Shapiro joined other states in suing Juul a year ago. The company "knowingly targeted young people with tactics similar to the tobacco companies' playbook," Shapiro said in a statement when the suit was filed, likening the litigation to the lawsuits that crippled the tobacco industry.

Pennsylvania case: Pennsylvania sues Juul over marketing e-cigarettes to teens

None of the other 13 school districts in Erie County have sued Juul in federal court in Erie, part of the Pittsburgh-based Western District of Pennsylvania. Elsewhere in northwestern Pennsylvania, the Warren County School District and the Penncrest School District, in Crawford County, sued Juul in federal court in Erie in December. Both cases were transferred to the Northern District of California in January.

Another 18 school districts in the Western District of Pennsylvania have also sued Juul. They include the Pittsburgh School District, according to court records.

In Erie, the law firm for the Erie School District, the Erie-based Knox, McLaughlin, Gornall & Sennett, is representing the district in the Juul case on a contingency-fee basis with two other firms: Lynn, Lynn Blackman & Manitsky, of Burlington, Vermont, and the Frazer law firm, of Nashville, Tennessee. The school district's solicitor, Tim Wachter, is in the Knox firm.

The two other firms have already worked together to sue Juul on behalf of other plaintiffs. In a suit docketed in the Northern District of California in April, the two firms are representing 31 school districts in Vermont. That suit is likely to offer a preview of the Erie suit.

The defendants in that case include Juul; the Virginia-based Altria Group Inc., the cigarette company, which owns 35% of Juul; and cigarette maker Philip Morris USA, a subsidiary of Altria.

In that case, the plaintiffs' complaint claims: "Defendants' marketing strategy, advertising, and product design directly targets minors, especially teenagers, and has dramatically increased the use of e-cigarettes amongst minors. Defendants' conduct has caused many students to become addicted to Defendants' e-cigarette products.

"Plaintiffs have redirected resources or sought additional resources to help their students to combat the deceptive marketing scheme of Defendants, and to educate staff, faculty, the school children and their parents of the true dangers of e-cigarettes. Significant further resources will be required to continue to respond to the widespread vaping by students and the addictive habits and behavior it has caused."

E-cigarettes arrived in the United States in 2007. Juul introduced its products in 2015.

In response to a backlash over underage vaping, Juul in 2019 halted U.S. advertising for its e-cigarettes and replaced its CEO. The company did not fight the U.S. Food and Drug Administration's ban, starting in January 2020, of the sale of certain flavored e-cigarettes. Also, in 2019, Juul stopped selling its popular mint-flavored e-cigarettes in the United States.

Juul moves: Juul halts U.S. sales of popular mint-flavored e-cigarettes

In a statement on Thursday, Juul said "Our customer base is the world's 1 billion adult smokers" and that it wants to prevent youth from using its products.

"We will continue to reset the vapor category in the U.S. and seek to earn the trust of society by working cooperatively with attorneys general, legislators, regulators, public health officials and other stakeholders to combat underage use and transition adult smokers from combustible cigarettes," the statement said.

Advertising halt: Juul stops e-cigarette ads as teen vaping, illnesses grow

E-cigarette use among minors has been declining, according to the 2020 National Youth Tobacco Survey, released in September. The poll showed that 1.8 million fewer U.S. youth are

currently using e-cigarettes compared to 2019, according to the FDA. The drop was 5.4 million to 3.6 million.

The survey showed 19.6% of high school students and 4.7% of middle school students said they were current users of electronic cigarettes and other vaping products. By comparison, in 2019, 27.5% of high school students and 10.5% of middle school students reported current e-cigarette use, according to the survey.

Shifting statistics: 'Very substantial' drop reported in vaping among US teenagers in 2020

"However," the FDA said in commenting on the survey, "youth e-cigarette use has increased dramatically since 2011, and 3.6 million youth still currently use e-cigarettes. Moreover, the data shows an alarming increase in the number of youth who use disposable e-cigarettes and more than 8 out of 10 youth e-cigarette users report use of flavored products."

Contact Ed Palattella at epalattella@timesnews.com. Follow him on Twitter @ETNpalattella.

ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL

SCHOOL DISTRICT REPRESENTATION AGREEMENT (JUUL)

The law firms of Knox McLaughlin Gornall & Sennett, P.C., Lynn, Lynn, Blackman & Manitsky, P.C., and Frazer PLC (collectively the “Firms”), are herein retained to represent the _____ (the “Client” or “You”) in connection with litigation against Juul Labs Inc. and possibly other vaping defendants (collectively, “Juul”) for the nuisance and other damages caused to the Client, as follows:

1. The Firms hereby are engaged to represent the Client in civil litigation in connection with legally tenable claims to be brought against Juul for the unique damages and harm that Juul has caused you (the “case” or “matter”), as against responsible parties that the Firms deem necessary to a successful outcome of the matter. If nothing is recovered, Client will not be indebted to the Firms for any attorney’s fees.

2. All of the Firms’ lawyers and employees are representing you only in the capacity as lawyers and employees of the Firms. The Client acknowledges that one or more of the Firms employ attorneys who may not be admitted to the bar in the Client’s state of residence, but who will be admitted (if necessary) to the court wherein the matter will be litigated.

3. The Firms shall represent the Client on a contingency fee basis, such that the Firms’ attorney’s fees and expenses shall be paid only upon a favorable result in the case. The Firms will advance the costs of this litigation including filing fees, transcript costs, court reporter fees, videographer fees, notices, e-discovery, data hosting and collection, travel expenses, expert fees, and copy and delivery charges. Clients agree to pay the Firms a total contingency fee of one-third (33.33%) of the total amount of money or compensation obtained in connection with the settlement, trial, or appeal of the claim. In the event of a settlement, the attorney’s fees shall be computed on the gross amount of the settlement amount, if any. Litigation and other expenses will be deducted from any recovery with such expenses deducted out of the Client’s share of any recovery. Furthermore, any expenses that benefitted multiple clients will be spread evenly, pro rata, among them. Client shall remain responsible for the payment of any statutory or contractual liens, such as subrogation claims, and any liens or third-party obligations of Client shall be paid out of the Client’s share of any recovery. Under no circumstances shall Client share in any attorney’s fees. Client acknowledges that the Firms have made no promises and will make no promises or guarantees as to the probabilities of outcome(s) or the amounts recoverable in connection with Clients’ claim(s).

4. The Firms are splitting responsibilities and any contingency fees in a manner and amount that we deem appropriate. You agree to this division of responsibilities and fees, and further approve the association of other firms or attorneys which the Firms reasonably believe will assist in the prosecution of this litigation. The attorneys’ fees set forth in this Agreement will include fees due other associated counsel, if any.

5. The Firms will take reasonable measures to keep confidential all confidential information, unless disclosure is authorized by you or required by applicable codes of professional responsibility. The Firms may include Client's name in a published list of our clients, unless you advise us to the contrary in writing.

6. You will have the right at any time to terminate our representation, with or without cause, upon written notice to us. In the event that Client and the Firms should disagree with respect to litigation tactics or should disagree over advice given to Client with respect to settlement of the Client's claims, the Firms shall have the right to withdraw as counsel with respect to Client. Client has the right to substitute attorneys at any time and the Firms reserve the right to withdraw or apply to the Court for permission to withdraw at any time after giving reasonable notice. In any event of termination of representation, once Firms file a lawsuit on the behalf of Client, we shall be entitled to no less than fifteen percent (15%) of any and all funds recovered.

7. Client agrees to fully cooperate with the Firms and their representatives at all times and to comply with all reasonable requests of the Firms in the prosecution of this matter.

8. Client acknowledges that while it is possible for email communications to be intercepted and read by unauthorized persons, there is a sufficient likelihood of confidentiality to justify the use of email as the means of communication on a regular basis and Client agrees to email communications with the Firms.

9. This Agreement does not include any contract or agreement for any other legal representation not herein expressly referenced. Client understands that the Firms will not provide any tax, accounting, or financial advice or services regarding this matter. If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and you request attorney to perform such services, separate and additional fee arrangements must be made between you and the Firms. Any request by Client for legal services unrelated to this engagement must be set forth in a separate written agreement signed by Client and the Firms.

10. Client understands that the Firms will consult with Client to consider all litigation and settlement strategies, but that Firms ultimately determine litigation strategies on behalf of Client. Client acknowledges that its claims for compensation will be focused on the cost of remedial measures, if reasonably available, to reduce or abate the nuisance of Juul.

11. In the event that the Firms recover any compensation for you, all payments first will be deposited and/or paid into a trust account designated by us, from where the funds will be distributed, pursuant to an itemized accounting, to you consistent with the terms of the settlement minus the agreed-upon attorney's fees and costs as set forth in this Agreement. Funds may be held in our IOLTA trust account and the interest, if any, will be sent to the appropriate bar foundation(s).

12. This Agreement only can be amended by a subsequent agreement signed by all parties hereto. This Agreement may be signed in counterparts and an emailed signature constitutes an original. Upon execution of this Agreement, it is a binding contract. Client represents that all necessary statutory and other approvals have been obtained to enter into this Agreement and such approval has been noted in the minutes of Client. By signing, you are representing that you are the authorized representative to make agreements, contracts, and claims for the Client.

ACCEPTED BY CLIENT: _____ SCHOOL DISTRICT

_____, 2021

ATTEST: _____ SCHOOL DISTRICT

Secretary

President

THE FIRMS:

By: _____
Knox McLaughlin Gornall & Sennett, P.C.

By: _____
Lynn, Lynn, Blackman & Manitsky, P.C.

By: _____
Frazer PLC

High School Activity Report February 2021

Semester Conferences – Vocational I Instructors: Joe Tarasovitch and Dr. Walker conducted Semester conferences with the 13 Vocational I instructors on January 28th and 29th. The conferences afforded Dr. Walker, Mr. Tarasovitch and the instructors to review and discuss educational processes that are driven by the administration at ECTS. The conference afforded the instructors to demonstrate their planning and engagement with the students enrolled in their programs, and to discuss the hybrid instruction protocols at ECTS. All 13 faculty members received a “satisfactory” semester rating on the alternative PDE 82-1 form.

After School Faculty Meeting: On Thursday, February 4th, the instructors were presented the enrollment applications for review and analysis. This is a vital step in the acceptance process to ensure ECTS has a system to address any programs that may have a waiting list and to place students into alternate programs.

Faculty In-Service: On Friday, February 12th, the faculty were involved with two in-service topics that supported the well-fair of our students and the alignment of their curriculum to the standards that the ECTS administration has initiated. In one session, the instructors were engaged in CPR and First Aide training and in the other session, the staff continued the curriculum review and alignment priority action with the adoption of the CTC360 software.

Recruitment for 2021-22: Joe Tarasovitch and Mary Foulkrod have been organizing the recruitment efforts of the students for the 2021-22 school year. It has been quite challenging due to the COVID-19 limitations of visitors. Mr. Tarasovitch and Mrs. Foulkrod have reviewed the applications and initiated the review process with the Sending School District guidance counselors. The students who have been accepted for the 2021-22 school year will be receiving their acceptance letters in the mail during the first week in March of 2021.

Progress Reports: The 3rd quarter progress reports were mailed home to the students’ parents on Friday, February 19th.

January ECTS Pride Students: Please find attached the monthly recognition of the PRIDE Student of the month from each lab.

Occupational Advisory Committee Meetings: The annual Occupational Advisory Committee dinner that was scheduled for March 9, 2021 has been canceled due to the COVID-19 restrictions of large gatherings. This event has been an annual event to engage with the community and industry leaders to ensure that each program’s curriculum is appropriate for the local needs and to **THANK** the partners for collaborating with ECTS. The ECTS instructional staff will be conducting their “spring” OAC meetings independently due to these COVID-19 restrictions. If anyone of the JOC members would like to be engaged with an OAC session, please let Joe Tarasovitch know so he can inform the instructor and arrange the invitation for the “virtual” meeting.

Maintenance Department Report for February 2021

I. MANAGER ACTIVITIES

A. Accomplishments

1. Ordered replacement parts as needed
2. Managing Service master contract for building disinfection
3. Quote to upgrade Burglar Alarm at the Skill Center
4. Purchased additional sanitizing equipment, Steam cleaners etc.
5. Communicated with the following Contractors/Vendors:

- Janitors Supply Co.
- DeSantis
- Uni-First
- Otis Elevator
- Fagan

B. Meetings Attended

1. Weekly Administrative Team meetings.
2. Policy review meetings
3. Safety Committee Meeting.

II. MAINTENANCE

A. Accomplishments

1. Repaired equipment as requested
2. Repaired HVAC Systems as needed
3. Repaired Roof over Art and Design
4. Serviced and operated snow removal equipment
5. Serviced heating system, Boilers Pumps etc.
6. Placed hand no touch hand sanitizing stations in hallways

B. Ongoing Projects

1. Completed work requests at High School and Skill Center.
2. Snow removal
3. Performed Preventive Maintenance on Scheduled Equipment

II. CUSTODIAL

A. Accomplishments

1. Routine cleaning of the facilities.
2. Set up for events as scheduled

IV. SAFETY

1. Held Fire drills for the Skill Center and High School.
2. Held Tornado drills for the High School and Skill Center

Supervisors of Instructional Support Services Report
February 2021
Lesa Scalise and Sandra Carr

Curriculum Development

On February 12, 2021, instructors received training on CTE-360 for developing unit plans. At the completion of the in-service workshop, instructors developed unit plan outlines and began to align tasks from the Program of Study and crosswalk reading, writing, and math standards. Career Education and work standards also were added to the unit plans. The goal is to have this phase of the unit plans completed by April 30. The instructors are also using CTE-360 to track student achievement of tasks.

Articulation

Earlier this year, Sandy and Kim Fox, our Early Childhood Education instructor, met with representatives from Northern Pennsylvania Regional College to discuss the development of articulation between our programs. The articulation agreements for the 2020-2021 and 2021-2022 school years are attached to the agenda motion for ratification.

Articulation agreements with Douglas Education Center for our Cosmetology and Health Assistant programs are also attached to the agenda motion for ratification.

NOCTI Testing

Mary Foulkrod and Sandy continue to plan for April's NOCTI testing and completed the mandatory NOCTI coordinator training. PDE issued instructions related to requesting waivers for testing. At this time, some instructors are not able to secure evaluators due to pandemic concerns.

Special Education

Third quarter mid-term grade reports for students with disabilities were sent to the special education teachers, case managers and guidance counselors. Our instructional aides are working with students on project completion, organization, and portfolio completion.

Instructional Aides

On February 16, instruction aides participated in a CTE-360 overview to learn how the program can help organize student portfolio requirements.

339 Audit Preparation

Sandy and Lesa are assisting with the evidence collection and organization for the 339 audit. CTE-360 is being used for document/evidence organization.

**Erie County Technical School
Joint Operating Committee Member Attendance
2020-2021**

School District	Representative	Date Appointed	1/23/20	2/28/20	3/26/2020 CANCELLED	4/23/2020 VIRTUAL	5/28/2020 VIRTUAL	6/25/2020 VIRTUAL	7/23/20	8/27/20	9/24/20	10/22/20	12/15/2020 VIRTUAL	1/28/21	No. Attended	Percent Attended
Fairview	Mahoney	December 2019	p	p		p	p	p	p	p	p		p	p	10	83%
Ft LeBoeuf	Dinsmore	December 2019	p	p		p	p	p	p			p	p	p	9	75%
General McLane	Bucksbee	August 1993	p	p		p	p	p	p	p	p	p	p	p	11	92%
Girard	Olesnanik	December 2015	p	p		p	p	p	p	p	p	p	p	p	11	92%
Harbor Creek	Brink	December 2019	p	p			p	p		p	p	p	p	p	9	90%
Iroquois	Rickrode	December 2017	p	p		p	p	p	p	p	p	p	p	p	11	92%
Millcreek	DiPlacido	March 2012	p	p		p	p	p	p	p	p	p	p	p	11	92%
North East	Cancilla	September 2019							p						1	8%
Northwestern	Ring	October 2016	p	p		p	p	p	p	p	p	p	p	p	11	92%
Union City	Gilbert	December 2018	p	p		p	p	p	p	p	p		p	p	10	83%
Wattsburg	Lee	August 2020								p		p	p	p	4	80%
Monthly Total			10	10		9	9	10	9	9	8	8	10	10		
Monthly Percentage			91%	91%		82%	82%	91%	82%	82%	73%	73%	91%	91%		79%

Erie County Technical School Enrollment
2020-2021

		January 2021						February 2021						Review
Program	Capacity	Program/Year Level			Total	Chg/ Prior Mth	Chg/ Sept	Program/Year Level			Total	Chg/ Prior Mth	Chg/ Sept	Retention Rate
		1st	2nd	3rd				1st	2nd	3rd				
Art & Design	48	11	11	11	33	(4)	(7)	11	11	11	33	0	(7)	83%
Auto Body	48	10	8	8	26	(2)	(3)	10	8	8	26	0	(3)	90%
Automotive Technologies	48	11.5	7	9.5	28	(3)	(4)	12	7	9.5	28.5	1	(4)	89%
Automotive Technologies	48	11.5	7	9.5	28			12	7	9.5	28.5			
Computer Networking	48	7	16	10	33	(2)	(3)	7	15	10	32	(1)	(4)	89%
Computer Info. Systems	48	16	13	7	36	(1)	(3)	16	13	7	36	0	(3)	92%
Construction Trades	48	22	7	9	38	0	(1)	22	7	9	38	0	(1)	97%
Cosmetology	48	17	14	13	44	(1)	(1)	17	14	13	44	0	(1)	98%
Culinary Arts	48	7.5	9.5	10	27	(2)	(4)	7.5	9	10	26.5	(1)	(4)	87%
Culinary Arts	48	7.5	9.5	10	27			7.5	9	10	26.5			
Diversified Occupations					0	0	0				0	0	0	
Drafting & Design	48	9	14	15	38	0	(2)	9	14	15	38	0	(2)	95%
Early Childhood Education	48	16	7	9	32	(1)	(7)	16	7	9	32	0	(7)	82%
Electrical Engineering	48	17	20	10	47	0	0	17	20	10	47	0	0	100%
Facilities Maintenance	48	16	19	11	46	(2)	(2)	16	19	11	46	0	(2)	96%
Graphic Communications	48	7	8	10	25	(2)	(2)	7	8	10	25	0	(2)	93%
Health Assistant	48	22	11	5	38	(3)	(5)	22	11	4	37	(1)	(6)	86%
Metal Fabrication	48	17	13	12	42	(4)	(4)	17	13	12	42	0	(4)	91%
Precision Machining	48	8	13	6	27	(2)	(4)	8	13	6	27	0	(4)	87%
Tourism & Hospitality	48	7	8	9	24	(2)	(5)	7	8	9	24	0	(5)	83%
TOTALS	912	240	215	184	639	(35)	(64)	241	213	183	637	(2)	(66)	91%
Percent of Capacity		70.1%						69.8%						
Date of Report		Thursday, January 21, 2021						Wednesday, February 17, 2021						Review
School District	Quota	Program/Year Level			Total	Chg/ Month	Chg/ Sept	Program/Year Level			Total	Chg/ Month	Chg/ Sept	Retention Rate
		1st	2nd	3rd				1st	2nd	3rd				
Fairview	83	17	22	10	49	(1)	(6)	17	22	10	49	0	(6)	89%
Fort LeBoeuf	83	28	13	10	51	(3)	(5)	28	13	10	51	0	(5)	91%
General McLane	83	11	16	16	43	(2)	(2)	11	16	16	43	0	(2)	96%
Girard	83	19	21	22	62	(4)	(9)	19	21	22	62	0	(9)	87%
Harbor Creek	83	20	13	15	48	(2)	(4)	20	13	15	48	0	(4)	92%
Iroquois	83	24	16	18	58	(2)	(2)	24	16	17	57	(1)	(3)	95%
Millcreek	83	41	38	33	112	(3)	(4)	41	37	33	111	(1)	(5)	96%
North East	83	20	21	16	57	(7)	(13)	20	21	16	57	0	(13)	81%
Northwestern	83	11	19	12	42	(3)	(6)	11	19	12	42	0	(6)	88%
Union City	83	22	19	13	54	(5)	(7)	22	19	13	54	0	(7)	89%
Wattsburg	83	27	17	19	63	(3)	(6)	27	17	19	63	0	(6)	91%
Totals	912	240	215	184	639	(35)	(64)	240	214	183	637	(2)	(66)	91%

Transition Center Enrollment
2020-2021

December 8 ,2020

January 21 ,2021

District	Transition Center	District	Transition Center
Fairview	6	Fairview	6
Fort LeBoeuf	3	Fort LeBoeuf	3
General McLane	1	General McLane	1
Girard	1	Girard	1
Harbor Creek	-	Harbor Creek	-
Iroquois	5	Iroquois	5
Millcreek		Millcreek	
North East	2	North East	2
Northwestern		Northwestern	
Union City	4	Union City	5
Wattsburg	1	Wattsburg	1
Total	23	Total	24

Non-participating

Non-participating

Program	Intellectually Disabled	Developmental delay	Deaf blindness	Hearing Impairment	Speech/Lang Impaired	Visually Impaired	Emotional Disturbed	Orthopedic Impairment	Other Impairment	Specific Disability	Autism	Head Injury	504 Plan	Multiple disabilities	Gifted with Disability	Special Pops	ECTS	Percentage
Art and Design for Business										2	1		2			5	33	15.2%
Automotive Body Repair	1								2	6	1		2	6		18	26	69.2%
Automotive Technologies							1		1	10			6	1		19	57	33.3%
Computer Networking							2		2	2	2		3	1		12	32	37.5%
Computer Programming									1	3	1		2	1		8	36	22.2%
Construction Trades							1		1	6	1		1	2		12	38	31.6%
Cosmetology										3			3	1		7	44	15.9%
Culinary Arts							1			6	2		2	2		13	53	24.5%
Drafting & Design									3	4			3	1		11	38	28.9%
Early Childhood Education							1		1	5			3	1		11	32	34.4%
Electrical Engineering Technology					1				1	3	1		3			9	47	19.1%
Facilities Maintenance Technologies	1						1			8	2		2	3		17	46	37.0%
Graphic Communications							1		2	2	5		2	1		13	25	52.0%
Health Assistant				1			1			2			2			6	37	16.2%
Metal Fabrication							1		2	4	2		1	1		11	42	26.2%
Precision Machining							1			2	1		1	1		6	27	22.2%
Tourism & Hospitality Management									1	6						7	24	29.2%
Undeclared																0		NaN
Erie County Technical School	2			1	1		11		17	74	19		38	22		185	637	29.0%

Specific Disability by Home School

Home School	Intellectually Disabled	Developmental delay	Deaf blindness	Hearing Impairment	Speech/Lang Impaired	Visually Impaired	Emotional Disturbed	Orthopedic Impairment	Other Impairment	Specific Disability	Autism	Head Injury	504 Plan	Multiple disabilities	Gifted with Disability	Special Pops	ECTS	Percentage
Fairview									2	4	1		4			11	49	22.4%
Fort LeBoeuf										6	2		2	1		11	51	21.6%
General McLane	1						1			7	1		2	2		14	43	32.6%
Girard					1				1	4			5	6		17	62	27.4%
Harbor Creek									3	7	3		2	2		17	48	35.4%
Iroquois							3			8	2		1	3		17	57	29.8%
McDowell High School	1			1			2		4	9	3		8	3		31	72	43.1%
McDowell Intermediate									1	1	1		5	1		9	39	23.1%
North East							1		3	8	2		4	1		19	57	33.3%
Northwestern										2	1		1	2		6	42	14.3%
Union City							1		2	3	1		2			9	53	17.0%
Wattsburg							3		1	15	2		2	1		24	64	37.5%
Erie County Technical School	2			1	1		11		17	74	19		38	22		185	637	29.0%

Business and Industry Partnership Coordinator's Report
February, 2021

Rob Eggleston, Business & Industry Partnerships Coordinator

Co-op, Intern, Shadow, etc. Update: As of February 16, 2021, there are 93 students on the Co-op, intern and shadowing list. These range from the beginning procedures to being actively on the Job.

Communication, Meetings, Presentations, Trade Shows, Field Trips, etc.: Communication with Employers, Instructors, Students and Parents has been conducted over the year so far with significant success. Numerous web-based meetings have been conducted. Continued attendance at web-based conferences, seminars, meetings, presentations, etc. is ongoing. Visits to Trade Shows, Field Trips, etc. have been postponed or canceled for the 2020-2021 school year. The Virtual Spring, 2021, OAC Meetings are being scheduled, and due to be completed no later than March 12, 2021.

Career Planning Coordinator Board Report February 2021

Career Planning

- Instructor Checklists for monitoring career activities are being implemented in each lab with updates made as necessary.
- Career Artifact Checklist for level 2 and level 3 students has been modified to reflect direct input from instructors and instructional aides.
- Working with Level 1 students on completing quarter two and quarter three artifacts, Exploring and Researching Career Options on WIN.
- Collecting, scanning, and categorizing 339 Audit compliance materials.

Recruitment/Admissions Activities

- Communicating with all counselors about progress in the application process and reminding them of important deadlines for applications.
- Attend meetings with Mr. Tarasovitch, Sandy Carr, and Lesa Scalise to discuss procedures completed, challenges, and strategies moving forward.
- Assisted Mr. Tarasovitch with scoring applications for academic paths and attendance.
- Brief School Counselor meeting to share new ideas. **Mr. Tarasovitch offered to conduct personal visits after school hours for students and parents by appointment only.**
- Tasked with ordering T-shirts for the entire student body and staff for promotional purposes. Gathering sizes for students and staff to place accurate order.
- With Mr. Tarasovitch, Set up, attended, and followed up with all counselors for each of the sending schools on all applications for each student concerns.
- Reviewing and sharing final lists of accepted students with guidance counselors for their final approval.

Activities & Awards

- Planning **Apprenticeship Day** to be held in May to the degree of which we are permitted to gather.

NOCTI

- Due to Covid restrictions, performance test schedule will be over a two week period.
- Schedule has been prepared and distributed to instructors.
- **Dates for 2021 NOCTI: Online written test will be April 12th – 16th
Performance test will be April 19th – 29th.**
- Instructors are securing dates with evaluators.
- Juniors will pre-test next fall to stay consistent with 2019-2020.



Field Trip Approval Form

Teacher/Advisor: Mariea Sargent Date of Request: 2/16/21

Lab/Class: 2nd & 3rd year Drafting & Design Students

Destination: Gannon - "Chosen Mission" 3638 W 26th St, Erie, PA 16506

Date(s) of Trip: Friday March 26, 2021 Time(s): 12:05 - 2:40

What form of transportation will be used: School Bus

List of chaperones (where applicable): Mariea Sargent & Mary Foulkrod

Measure the building at Chosen Mission in a joint activity with Gannon Educational Rationale: University. They need this warehouse drawn up to make renovations to be able to provide physically disabled people with needed equipment. My students will measure this day & draw in the classroom.

Number of students participating: 29 students & 2 chaperones

Cost to students: None

Cost to ECTS: School Bus - (2) (Attach an itemized description if necessary.)

Where applicable please attach itinerary.

Principal's Signature: Joseph Tarsaville Date: 2/22/21

Applicant's Signature: Mariea Sargent Date: 2/16/21

Board Approval Date: _____

All Erie County Technical School Field Trips Must Adhere to Operating Committee Policy #231

**Erie County Technical School
Joint Operating Committee
Action Items Log**

Item #	Action Item	Date of Request	Suggested By	Board Consensus	Assigned To	Status	Progress Notes
Items below this line occurred during the 2019-2020 academic year							
44	Development of consent agenda to shorten JOC meeting sessions	August 22, 2019	Mr. DiPlacido	Yes	Director, Admin Staff	Completed October 2019	Revised agenda in place for October 2019 JOC session
43	Discussion and review of Administrative Procedure 126 with Instructors	August 22, 2019	Mr. Ring	Yes	Director	Completed April 2020	Suspended Administrative Procedure 126 with Instructors for this school year due to mandatory school closure
42	Review and analysis of RCTC Operations (Programs offered, Length of Time, Enrollment)	August 22, 2019	Mr. Gallagher	Yes	Director, RCTC Supervisors	Completed September 2020	Director's discussion on the May 2020 JOC meeting agenda; Fingerprinting ceased in August 2020; Reduction of RCTC programs Aug/Sept 2020
Items below this line occurred during the 2018-2019 academic year							
41	Request for fingerprint data	January 24, 2019	Mr. Gallagher	Yes	Coordinator of Human and Quality Resources	Completed February 2019	Data distributed at February 28, 2019 JOC meeting
Items below this line occurred during the 2016-2017 academic year							
40	Request for update on proposed renovation cost estimates	April 27, 2017	Mr. DiPlacido	Yes	Director, Business Manager	Completed May 2017	Worked with Chris Coughlin, Architect of Record, and Paul Abrahamson, Feasibility Consultant, to develop a rough estimate of projected cost.
items below this line occurred during the 2015-2016 academic year							
39	Request for monthly update report of the Superintendents' PAC attendance and agenda	February 25, 2016	Mr. Bucksbee	Yes	Director, Superintendent of Record	Completed, March 2016	Dr. Jackson will provide the next agenda for the April PAC session; Dr. Myers has added an attendance section to her monthly report to the JOC beginning with the March 25, 2016 JOC report

**Erie County Technical School
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38	Request for review of ECTS board policy in comparison with Millcreek Township School District policy committee's review and revision	February 25, 2016	Mr. DiPlacido	Yes	Director, Principal, and Business Manager	Completed, March 2016	A meeting was held with chair of the Millcreek Township School District policy committee and attended by Director, Principal, and Business Manager; Director and Principal will review MTSD draft policies online and inform the MTSD Policy Chairperson of any potential conflicts between the two organizations' student policies.
37	Status of board policy and need for policy review	September 24, 2015	Mr. DiPlacido	Yes	Director	Completed, December 15, 2015	A quote for PSBA Policy Review Services has been received and is being added to the 2016-2017 preliminary budget
36	Obtain an explanation from Mr. Coughlin as to willingness to provide a project cost estimate	September 24, 2015	Mr. DiPlacido	Yes	Director and Facilities Manager	Completed October 22, 2015	Letter from Tower Engineering noting the additional criteria that added to the costs of the chimney project.
35	Provide a report on the participation in the Food Service Program	September 24, 2015	Mr. Ogden	Yes	Business Manager and Food Services Director	Completed October 22, 2015	A monthly comparative report will be supplied by the Food Services Director starting with the October 2015 session.
34	Review of Food Service Fund activities	August 27, 2015	Mr. Rodgers	Yes	Director, Business Manager, and Food Services Director	Completed, Ceased Food Service Program	Comparative review of line items in 2013-2014 and 2014-2015 to identify variances; Initial meetings have been held with Director, Business Manager, and Food Service Director to determine areas for further review
All items below this line occurred during the 2014-2015 academic year.							
33	Request for information regarding the viability of Guaranteed Energy Savings Act being incorporated into the renovation project	April 23, 2015	JOC	Yes	Director, Facilities Manager, & Business Manager	Completed, October 22, 2015	Schneider Electric and SmartEdge gave presentations during the work session regarding their Guaranteed Energy Savings Act capabilities
32	Update of enrollment review process for Class of 2017 student applications	March 26, 2015	JOC	Yes	Director	In Progress	Update will be provided once application review process has been completed

**Erie County Technical School
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31	Request an analysis of incorporating Act 29 into the renovation project	March 26, 2015	JOC	Yes	Business Manager & Director	In Progress	Discussed matter with the Superintendents during the April meeting; Will be scheduling meetings with suggested vendors
30	Request an analysis of building renovation funded through a bond	August 28, 2014	Mr. Duda	Yes	Business Manager & Director	Completed, September 25, 2014	Bond scenarios prepared by PNC Capital Markets were presented to JOC during the September 2014 Work Session.
29	Seek competitive bids on financial auditor services	August 28, 2014	JOC	Yes	Business Manager & Director	Completed January 21, 2015	RFP released and reviewed; recommendation to JOC in January 2015
All items below this line occurred during the 2013-2014 academic year.							
28	Request for tracking of Career Street hours expended by ECTS administrators	January 25, 2014	Mr. DiPlacido	Yes	Director/Business Manager/Others	Completed, June 26, 2014	Tracking hours discussed at December Foundation meeting; email request from Mr. DiPlacido in January; staff hours reports available for February meeting
27	Investigate various strategies to upgrade HVAC system and other ECTS/Skill Center infrastructure	12/17/2013	Mr. DiPlacido	Yes	Director/Facilities Manager	Completed, August 28, 2014	JOC presentation during 1/23/14 Work Session; UPDATE: discussed with superintendents on 2/7/14; met with architect and engineer on 2/13/14; project plans and costs being developed by engineer and architect
26	Investigate and present fund balance options	8/22/13	Mr. Bucksbee	Yes	Director/Business Manager	Completed, September 26, 2013	Presented to JOC during September 2013 Work Session
All items below this line occurred during the 2012-2013 academic year.							
25	Investigate recycling program options	5/23/13	DiPlacido	Yes	Director/Facilities Manager	Completed, January 21, 2014	New recycling program began with start of second semester
24	Provide a list of CTE programs available around the State and provide monthly reports on new program development progress	5/23/13	Foyle/Ring	Yes	Director	Completed, June 27, 2013	Provided in Supplemental information-June JOC meeting

**Erie County Technical School
Joint Operating Committee
Action Items Log**

23	Begin the process of pursuing a new program for the 2014-2015 school year	April 25, 2013	Ring	Yes	Director	Completed, August 28, 2014	Update included in May Director's Report; Will be collecting students' career choice with the 2014 8 th Grade Career Readiness Survey
22	Conduct a Review of the Strategic Plan	March 28, 2013		Yes	Director	Completed May 23, 2013	Presentation to JOC during May Work Session
21	Define a successful program and an at risk program based on financial parameters	February 28, 2013	DiPlacido	Yes	Director/Business Manager	Completed, March 15, 2013	Analysis prepared using 2011-2012 budget and actual for revenues and expenses by program
20	Conduct a analysis of projected PSERS rate increases and funding	December 18, 2012	Ring	Yes	Business Manager	Completed January 17, 2013	Presented to JOC during January 2013 Work Session
19	Superintendent of Record to provide a monthly written report to include PAC meeting items	December 18, 2012		Yes	Superintendent of Record	Completed February 28, 2013	Included with Agenda beginning on February 28, 2013
18	Would like to have the PDE 339 audit form (and response from RCTS) distributed to all district reps in case they did not receive a copy. This seems to me to be an important document on the health of the school which should be (if not already) sent to all of the participating districts as they are completed.	August 18, 2012	Diplacido	No	Director	Completed August 20, 2012	All appropriate documentation is over 60 pages. Requested information placed in supplemental information section of August 2012 JOC agenda.
All items below this line occurred during the 2011-2012 academic year.							
17	Request for rationale and benefit of maintaining ISO 9001:2008 registration.	May 24, 2012	Heath	Yes	Director, Coordinator of Human & Quality Resources	Completed June 20, 2012	Administrative staff developed a presentation on the merits and benefits of ISO registration.
16	Request for list of potential new programs considered by ECTS	May 24, 2012	Diplacido	Yes	Director	Completed June 15, 2012	Collected various planning documents that contain program recommendations or discussions.

**Erie County Technical School
Joint Operating Committee
Action Items Log**

15	Survey of guidance counselors of 2 nd choice program selection by 9 th graders	May 24, 2012	Bucksbee	Yes	Director	Completed June 20, 2012	Survey sent to 17 guidance counselors with 14 returned. Results provided at meeting.
14	Preview of Recruitment Presentation for 9 th graders	May 24, 2012	Ring	Yes	Director	Completed September 27, 2012	Admissions coordinator will make presentation during September 2012 work session.
13	Request Historical Budget Information from Districts	March 28, 2012	Bucksbee	No	Director	Completed April 16, 2012	All data collected from all districts and submitted to Mr. Bucksbee; no analysis conducted by administration
12	Investigate training opportunities for gas drilling occupations	February 2012	Mr. Ring	Yes	Director	Completed April 26, 2012	Director has been contacted by IHOP; will schedule time for IHOP to present program to JOC; contract to be reviewed by solicitor; presentation to JOC at April meeting
11	Prepare a list of potential reductions in 2012-2013 expenditures totaling 5% or \$300,000	February 2012	Mr. Ring	Yes	Director, Business Manager	Completed March 16, 2012	Object budget reviewed and \$448,000 in possible reductions identified; presented at March JOC meeting
10	Review why a decline in applications from certain districts	February 2012	Mr. Ogden	Yes	Director	Completed March 22, 2012	Discussed with superintendents at March PAC meeting; responses from three districts; Director analyzing 2012-2013 applications; report made to JOC at March meeting
9	List of ACFF recognized schools in PA	November 2011	Mr. Ogden	Yes	Curriculum Supervisor	Completed Nov. 23, 2011	Jan Kennerknecht research and sent email to Mr. Ogden. See correspondence.
8	Obtain information on the Women in Labor Apprenticeship Grant from ECF	November 2011	Mr. Ogden	Yes	Director, Business Manager	Completed Dec. 20, 2011	Information request made to Mary Ellen Camp and Debbie Thompson on December 14, 2011.
7	Advertising for students from non-participating districts	September 2011	Mr. Bucksbee	Yes	Director, Atty. Sennett	Completed Oct. 27, 2011	Recommendation and legal briefs provided by Atty. Sennett

**Erie County Technical School
Joint Operating Committee
Action Items Log**

6	Analysis of Successful Enrollment Rates by School District (see #3)	August 2011	Mr. Duda, referred by Dr. Tracy	Yes	Director	Completed Nov. 22, 2011	Data presentation scheduled for November 22, 2011 meeting.
5	Board Policy Manual Review	August 2011	Mr. Bucksbee	Yes	Director, Administrative staff	Completed April 26, 2012	Monthly schedule 2011-12 (see schedule); scheduled completion April 2012
4	Student Application Form—is it affecting enrollment; or, is it doing what it was intended to do?	June 2011	Mr. Ring	Yes	Director	Completed Sept. 21, 2011	Several data analysis items collected; one more relevant data item to be collected
3	Do counselors offer a 2 nd program choice to students unable to enroll in 1 st choice?	June 2011	Mr. Duda	Yes	Superintendent of Record	Completed August 25, 2011	Survey of superintendents by Dr. Tracy over the summer; Reassigned to Director for further data analysis
2	Why Students Don't Apply?	April 2011	Mr. Ogden	Yes	Director	Completed Sept. 21, 2011	Several data analysis items collected; more relevant data needs to be collected
1	Review of Administrative Compensation Plans	June 2011	Committee	Yes	JOC President	Completed April 26, 2012	Committee to appointed at reorganization; Act 93 meeting scheduled for April 20