

# JOINT OPERATING COMMITTEE

## DIRECTOR'S REPORT

MARCH 2, 2022

ITEM 1: Recommend approval of the 2022-2023 Joint Operating Committee Meeting dates. (Attachment #1)

ITEM 2: Recommend acceptance of the resignation of Josh Taylor, Coordinator of Technical Services, effective February 25, 2022. (Attachment #2)

ITEM 3: Recommend approval of contract with "Create A Cook". (Attachment #3)

ITEM 4: Recommend employment of the following individual: (Resume attached)

Name:	Enrico Mazza
Position:	Technology Coordinator
Effective Date:	February 28, 2022
Terms of Employment:	Part-time/20 hours/week
Hourly Rate:	\$20.00
Benefits:	None

ITEM 5: Recommend moving forward with the Student Mural Project.

ITEM 6: Recommend adoption of the following policies which had their first reading on February 2, 2022: (Attachment #4)

Policy #228	(Student Governance)
Policy #229	(Student Fundraising)
Policy #230	(Public Performances by Students)
Policy #231	(Social Events and Class Trips)
Policy #232	(Student Involvement/Decision Making)
Policy #233	(Suspensions and Expulsions)
Policy #234	(Pregnant/Married Students)
Policy #235	(Student Rights and Responsibilities)
Policy #235.1	(Surveys)
Policy #247	(Hazing)
Policy #249	(Bullying/Cyberbullying)
Policy #252	(Dating Violence)

ITEM 7: Recommend deletion of Policy #240 (Scholarship Program), #248 (Unlawful Harassment), #300 (Superintendent: Chief Administrative Officer), #302.1 (Job Description – Director) and #310 (Abolishing a Position).

ITEM 8: Recommend first reading of the following policies that were reviewed by the Policy Committee on February 24, 2022: (Attachment #5)

Policy #236.1 (Threat Assessment)  
Policy #301 (Creating a Position)  
Policy #302 (Employment of Administrative Director/Asst. Director)  
Policy #304 (Employment of Staff)  
Policy #305 (Employment of Substitutes & Short-term Employees)  
Policy #307 (Student Teachers/Interns)  
Policy #308 (Employment Contract/J.O.C. Resolution)  
Policy #309 (Assignment and Transfer)  
Policy #309.1 (Telework)  
Policy #311 (Reduction of Staff)  
Policy #312 (Evaluation of Administrative Director)  
Policy #313 (Evaluation of Employees)  
Policy #314 (Physical Examination)  
Policy #314.1 (HIV Infection)  
Policy #317 (Conduct/Disciplinary Procedures)

ITEM 9: Recommend approval of the following youth club activity: (Attachment #6)

Program: SkillsUSA  
Destination: Hershey Lodge  
Purpose: State Conference  
Date: April 6 – 8, 2022  
No. of Students: 17  
Chaperones: Troy Madden, David Ayres and Sandra Brower  
Transportation: School Bus  
Approximate Cost: \$8,988.50

**On January 25 and 26, 2022, 37 students from Central Montco Technical High School participated in the District II SkillsUSA competition held at Delaware County Technical School. This local competition is the screening process for those who will represent the District II at the State SkillsUSA competitions. As has been our tradition, our students performed well earning 15 medals. All gold medal winners at Districts advance to Stat4s. In addition, we are planning to compete in several competitions offered only at the state level. Along with our competitors, we are also sending a state officer candidate and voting delegates. The state competition is being held at Hershey Lodge and Convention Center on April 6 – 8.**

ITEM 10: Recommend approval of contract with Robert Half Talent Solutions to supply a temporary employee in the amount of \$28.32/hour not to exceed 20 hours/week. (Attachment #7)

DR. ANGELA KING  
EXECUTIVE DIRECTOR

**CENTRAL MONTCO TECHNICAL HIGH SCHOOL  
2022-2023  
Joint Operating Committee  
Meeting Dates  
6:30 P.M.**

<b>July</b>	<b>No Meeting</b>
<b>August</b>	<b>August 3, 2022</b>
<b>September</b>	<b>September 7, 2022</b>
<b>October</b>	<b>October 5, 2022</b>
<b>November</b>	<b>November 2, 2022</b>
<b>December</b>	<b>December 14, 2022</b>
<b>January</b>	<b>No Meeting</b>
<b>February</b>	<b>February 1, 2023</b>
<b>March</b>	<b>March 1, 2023</b>
<b>April</b>	<b>April 5, 2023</b>
<b>May</b>	<b>May 3, 2023</b>
<b>June</b>	<b>June 7, 2023</b>

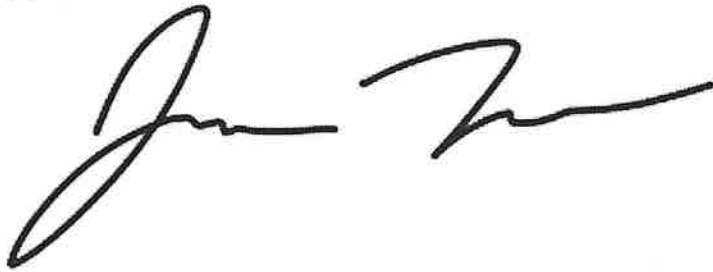
Joshua Taylor  
234 Grimley Rd  
Schwenksville, PA 19473  
(484) 362-4248  
jtaylor1108@gmail.com  
2/11/2022

Dear Dr. Angela King,

I have recently accepted a position at another company, and so I am writing to offer my formal notice that I will be leaving my role of Coordinator of Technical Services. My last day will be Friday, February 25<sup>th</sup>, 2022.

I have enjoyed my time working at Central Montco Technical High School, and I thank you and all the faculty and staff for all the great memories and great times. Please let me know how I can be of assistance during this transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Taylor', with a stylized, cursive script.

Joshua Taylor

**FACILITY UTILIZATION AGREEMENT**

**THIS AGREEMENT**, made this 24<sup>th</sup> day of February, 2022, by and between the **CENTRAL MONTCO TECHNICAL HIGH SCHOOL**, a public vocational-technical school organized under the Pennsylvania Public School Code, as amended, with administrative offices located at 821 Plymouth Road, Plymouth Meeting, Pennsylvania 19264 (hereinafter referred to as "School"),

**A N D**

**CREATE-A-COOK, LLC**, a cooking school with its principal place of business located at 44 Gallant Fox Drive, Media, Pennsylvania 19063, (hereinafter referred to as "Create").

**W I T N E S S E T H:**

**WHEREAS**, Create offers a seven week summer program that introduces culinary arts and baking and pastry arts to 8 to 17 year old students; and

**WHEREAS**, the School is agreeable to allowing Create to use the School's facilities to hold their summer program.

**NOW, THEREFORE**, in consideration of the mutual covenants to be performed, the parties hereto agree as follows:

1. **TERM.**\_\_\_\_\_ The term of this Agreement shall be from June 27, 2022 through August 12, 2022,

2. **PURPOSE.**Create shall use the School's facilities for the following purpose, and for no other:

(a) the Create-a-Cook Summer Cooking Program.

3. Create has requested and the School has agreed to allow Create to use the following:

- a) A Kitchen;
- b) Kitchen equipment; and
- c) Classroom tables.

**4. CREATE'S OBLIGATIONS.**

a) Create will pay the School a facility use fee in the amount of THREE THOUSAND EIGHTY-NINE DOLLARS AND ZERO CENTS (\$3,089.00) for use of the School's facility.

b) Create shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form.

c) Create shall refrain from any conduct or activities not specifically identified in the approved written request form.

d) When advertising or promoting activities held at school facilities, Create shall clearly communicate that the activities are not being sponsored by the School.

e) Create accepts liability for any damage to or loss of equipment while in their use.

5. Create may not assign this Agreement without prior written approval of the School.

6. Create acknowledges that the use of the facilities subject to this Agreement is of substantial benefit to Create, and in consideration of School's agreement to allow Create use of the facilities, Create agrees to hold the School harmless for any property damage or any injuries

to persons arising out of the negligence of Create, and Create agrees to reimburse the School for any expenses the School may incur as a result of any claims made against the School as a result of the negligent acts of Create.

7. The School represents and warrants that School's execution and delivery of this Agreement has been authorized by the JOINT OPERATING COMMITTEE OF THE CENTRAL MONTCO TECHNICAL HIGH SCHOOL and that no further action on the part of the School is necessary to authorize this Agreement. This Agreement constitutes a valid and binding obligation of the School and Create in accordance with the terms of this Agreement.

**8. AFFIRMATIVE COVENANTS OF USE OF FACILITIES.** Create covenants

and agrees that they will, without demand:

(a) Repairs. Repair all damage to the Premises which is caused by Create or their invitees; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty or incident not occurring through negligence of Create or their invitees excepted. Create agrees to surrender the Premises in the same condition in which Create has herein agreed to keep the same during the continuance of this Agreement.

(b) Requirements of Public Authorities. Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Create or their use of the Premises, and save the School harmless from penalties, fines, costs or damages resulting from its failure to do so.

(c) Fire. Use every reasonable precaution against fire.

(d) Rules and Regulations. Comply with rules and regulations of the School promulgated as hereinafter provided.

(e) Surrender of Possession. Peaceably deliver up and surrender possession of the Premises to the School at the expiration or sooner termination of this Agreement, promptly delivering to the School at its office all keys for the Premises or the Building.

(f) Notice of Fire. etc. Give to the School prompt written notice of any accident, fire, or damage occurring on or to the Premises.

(g) Liability Insurance. Create must maintain liability insurance to cover injuries to persons in the minimum amount of \$1,000,000.00 and cover damage to property in the minimum amount of \$1,000,000.00. Such liability insurance will cover injury and damage to third parties, including the School. In addition, Create will provide the School with a Certificate of Insurance as evidence of Worker's Compensation Insurance coverage. At the time of the execution of this Agreement, Create will provide the School with written certificates of insurance setting forth the minimum amounts required plus a written assurance from the insurer that the coverage will not be cancelled without thirty (30) days written notice to the School.

(h) Responsibility. Create shall assume full responsibility and legal liability for the proper operation of its educational program to be operated on the Premises.

(i) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the School, its directors, officers, agents, workers, servants or employees, Create shall indemnify and hold the School, its directors, officers, agents, workers, servants and employees harmless against and from liability and claims of any kind for loss or damage to the property of the School or any other person, or for any injury to or death of any person, arising out of (i) Create's use and occupancy of the Premises; (ii) any breach or default by Create of any of Create's obligations under this Agreement; (iii) any negligent or otherwise tortious act or omission of Create. Create



shall, at Create's expense, defend the School, its directors, officers, agents, workers, servants and employees in any action or proceeding arising from any such claim by counsel reasonably satisfactory to the School and shall indemnify the School against all costs, attorney's fees, expert witness fees and any other expenses incurred in or for such action or proceeding. As a material part of the consideration for the School's execution of this Agreement, Create hereby assumes all risk of damage or injury to any property or person, permitted by Create to be on or about the Premises, or from any cause, but Create shall not be liable for any damage or injury caused by the negligence or willful misconduct of the School, its directors, officers, agents, workers, servants or employees. In claims against any person or entity indemnified hereunder by any employee of Create, anyone directly or indirectly employed by Create, or anyone for whose acts Create may be liable, the indemnification obligation set forth in the preceding paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Create under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**9. NEGATIVE COVENANTS OF CREATE.** Create covenants and agrees that they will do none of the following things without the consent in writing of the School first had and obtained:

(a) **Use of Premises.** Occupy the Premises in any other manner or for any other purpose than as above set forth.

(b) **Assignment.** Assign this Agreement, or permit any other person, firm or corporation to occupy the Premises, or any part thereof; nor shall any assignee without written consent by School, and without such consent no such assignment shall be valid.

(c) Alterations, Improvements. Make any alterations, improvements, or additions to the Premises.

10. **SCHOOL'S RIGHTS.**

The School expressly retains the following rights:

(a) Inspection of Premises. At all reasonable times by itself or its duly authorized agents, to go upon and inspect the Premises and every part thereof, and/or at its option to make repairs, alterations and additions to the Premises or the Building.

(b) Rules and Regulations. At any time or times and from time to time to make such rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises or the Building, and for the maintaining thereof. Such rules and regulations shall, when notice thereof is given to Create, form a part of this Agreement. Notwithstanding the foregoing, any and all rules imposed upon Create shall automatically be considered rules and regulations of the School imposed upon Create hereunder.

(c) Termination Right. To terminate this Agreement immediately and regain possession of the Premises in the event said Premises are needed to provide instructional area for School's public school pupils. The School will make every reasonable effort to work with Create in adjusting the use of schedules for the use of the facilities so that, if possible, both may operate their respective programs therein. The School further retains the exclusive right to terminate this Agreement immediately and regain possession of the Premises in the event Create determines to sell, transfer, or otherwise abandon its interest in the Building.

## **11. RESPONSIBILITY OF THE SCHOOL.**

(a) Total Destruction of Premises. In the event that the Premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of Create, that the same cannot be repaired or restored within a reasonable time, this Agreement shall absolutely cease and terminate. Notwithstanding the foregoing, if comparable facilities exist at the Building, then the School and Create may agree to relocate the Premises to such facilities within the Building, upon the same terms and conditions hereunder, for the remainder of the Agreement.

(b) Partial Destruction of Premises. If the damage caused as above be only partial and such that the Premises can be restored to their then condition within a reasonable time, the School may, at the School's option, restore the same with reasonable promptness, reserving the right to enter upon the Premises for that purpose. The School also reserves the right to enter upon the demised Premises whenever necessary to repair damage caused by fire or other casualty to the Building, even though the effect of such entry be to render the Premises or a part thereof tenantable. Notwithstanding the foregoing, any and all rules imposed upon School or anybody or organization having control over the Premises or the Building shall automatically be considered rules and regulations of the School imposed upon Create hereunder.

(c) Repairs by the School. The School shall make such election to repair the Premises or terminate this Agreement by giving notice thereof to Create within thirty (30) days from the day the School received notice that the Premises had been destroyed or damaged by fire or other casualty.

(d) Damage for Interruption of Use. The School shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Premises, the relocation of Create to comparable facilities within the Building or the termination of this Agreement by reason of the destruction of the Premises.

(e) Representation of Condition of Premises. The School has let the Premises in their present condition and without any representations on the part of the School, its officers, employees, servants and/or agents. It is understood and agreed that the School is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) Utilities. The School, at its expense, shall provide all utilities required by Create, including heat, electricity and water. The School shall be responsible for maintaining the heating, plumbing, electricity and other similar utilities in good working order at all times during the term of this Agreement and any extension hereof, shall bear the costs and expense of repair and maintenance of same, excepting any damage caused by the negligence of Create or their invitees. The telephone system for the Building will be held available to Create by the School for local calls only. The School shall not be responsible for the cost of calls other than local calls, and the cost of such calls shall be deemed additional rent hereunder.

(g) The School agrees to be responsible for all maintenance and repairs to the structure and exterior of the Building in which the Premises are located and to keep the same in good repair during the term of this Agreement and any extension hereof.

(h) The School agrees to be responsible for all snow and trash removal and exterminating services. The School shall provide all necessary general maintenance of grounds,

provide necessary cutting of grass, and keep the facility in which the Premises are located in generally good repair.

12. **NOTICES.** All notices required to be given by either party shall be forwarded by registered mail, return receipt requested, and regular mail, first class postage prepaid, at the addresses set forth herein, or such other address as designated by the parties in writing.

13. **AGREEMENT CONTAINS ALL AGREEMENTS.** It is expressly understood and agreed by and between the parties hereto that this Agreement sets forth all the promises, agreements, conditions and understandings between the School or its agents and Create relative to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the School or Create unless reduced to writing and signed by them.

14. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to the law of conflicts of law.

15. **SEVERABILITY.** Any provision contained in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. **FORCE MAJEURE.** Any prevention, delay or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay or stoppage, except where such performance is the payment of rental or other charges to be paid by Create pursuant to the provisions of this Agreement.

17. **PREPARATION OF AGREEMENT.** The parties acknowledge and agree that, because all parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party hereto.

18. This Agreement shall be binding upon the parties, their successors and assigns.

**IN WITNESS WHEREOF,** the parties hereby have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**CENTRAL MONTCO TECHNICAL HIGH  
SCHOOL**

Attest: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CREATE-A-COOK, LLC**

Attest: \_\_\_\_\_

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

Date: \_\_\_\_\_

Book	Policy Manual
Section	200 Pupils
Title	Student Government
Code	228
Status	Second Reading

### **Purpose**

**The Joint Operating Committee acknowledges the importance of offering students the opportunity to participate in self government within the school.**

**The purpose of student government shall be to:**

- 1. Develop student leadership.**
- 2. Provide a learning experience in democratic decision-making.**
- 3. Offer another avenue toward the realization of goals.**

### **Authority**

**The Joint Operating Committee establishes that students shall have the right to organize, conduct meetings, elect officers and representatives, and petition the Joint Operating Committee.**[\[1\]](#)[\[2\]](#)

The charter, constitution or bylaws of the organization for student government shall be duly adopted by the members of the student body it represents and approved by the Joint Operating Committee

### **Guidelines**

The Joint Operating Committee shall appoint a qualified member of the faculty to serve as an advisor for student government activities.[\[1\]](#)

### **Council of Presidents**

**Since Skills USA is the largest career and technical organization in which all students are members, it represents the total student body and serves as the Central Montco Technical High School student government. Lab presidents representing every instructional program, or their designated representatives, shall meet at least once a month to discuss career and technical organizations and school-related issues.**

### **Delegation of Responsibility**

The Administrative Director or designee shall establish rules and administrative regulations to implement this policy which:

- 1. Assure that all students have equal access to the student government and an equal opportunity to vote and hold office.**
- 2. Require fiscal accountability and adherence to Joint Operating Committee policy for all financial aspects of student government activity.**[\[1\]](#)[\[3\]](#)
- 3. Require that decisions made and actions taken by the student government organization, in accordance with and within the scope of its constitution, shall not be voided or vetoed by any staff**

member.

Legal

1. 24 P.S. 511

2. 24 P.S. 1850.1

3. Pol. 618



Book	Policy Manual
Section	200 Pupils
Title	Student Fundraising
Code	229
Status	Second Reading

### **Purpose**

**The Joint Operating Committee acknowledges that solicitation of funds from students must be limited because compulsory attendance laws make the student a captive donor and such solicitation may disrupt the educational program of the school.**

### **Definition**

**For purposes of this policy, student fundraising shall include solicitation and collection of money by students in exchange for goods or services.**

### **Authority**

**The Joint Operating Committee prohibits the collection of money by a student for personal benefit in school buildings, on school property or at any school-sponsored activity.**

### **Delegation of Responsibility**

Collection of money by approved **school organizations, classes, societies, clubs or groups** may be **permitted with prior approval** from **the Administrative Director**.[\[1\]](#)

Collections by students on behalf of school organizations outside the school may be permitted only by the Joint Operating Committee.

**The Administrative Director or designee shall establish rules and administrative regulations** to implement this policy which:

1. Limit the number of fundraisers in a year for any group.
2. Specify times and places in which funds may be collected.
3. Describe permitted methods of solicitation that do not place undue pressure on students or patrons.
4. Limit the kind and amount of advertising for solicitation.

**The building administrator shall distribute this policy and relevant procedures to each student organization granted permission to solicit funds.**

**Funds solicited shall be controlled by Policy 618.**[\[2\]](#)

- Legal
1. 24 P.S. 511
  2. Pol. 618

Book	Policy Manual
Section	200 Pupils
Title	Public Performances by Students
Code	230
Status	Second Reading

### **Purpose**

**The Joint Operating Committee recognizes the value of students sharing their talents and skills with the community through student participation and performances in public events.**

### **Authority**

**The Joint Operating Committee endorses public performances by students when they constitute a learning experience that contributes to the educational program; they do not interfere with other scheduled activities; and the circumstances of the event do not pose a threat to the health, safety or well-being of the students who are involved.**[\[1\]](#)

**All requests for public performances by student groups require the approval of the Joint Operating Committee.**

### **Delegation of Responsibility**

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

### **Guidelines**

**Parental permission shall be sought and received before students may participate in any public performance.**

**No student shall be compelled to participate in a public performance or be penalized in any way for failure to do so.**

**No student, group of students, or employees of this Joint Operating Committee may receive compensation for a public performance of students organized as school representatives.**

**The interests of students shall be protected and guarded against exploitation.**

Book	Policy Manual
Section	200 Pupils
Title	Social Events and Class Trips
Code	231
Status	Second Reading

### **Purpose**

**The Joint Operating Committee recognizes the value of student social events and class trips in enhancing and enriching the school experience for students.**

### **Authority**

**The Joint Operating Committee shall make school facilities available and provide appropriate staff for social events within the school facilities that have been approved by the Administrative Director.**[\[1\]](#)

**Social events that take place outside of school facilities and class trips require approval by the Joint Operating Committee.**

### **Guidelines**

**Parental permission must be obtained** for students **attending** social events outside of school and class trips.

**As voluntary participants in school social events and class trips, students shall be held responsible for compliance with Joint Operating Committee policies and school rules. Infractions of those policies and rules will be subject to the same disciplinary measures applied during the regular school program.**[\[2\]](#)

Participation in school events is not a right and may be denied to any student who has demonstrated disregard for the policies and rules of the school.

### **Delegation of Responsibility**

**The Administrative Director shall develop** administrative regulations **for the conduct of student social events and class trips** which include the following:

1. Designation of a staff member who shall be the Joint Operating Committee employee responsible for the event.[\[1\]](#)
2. Provision of adequate adult supervision or police protection, as required by the circumstances of the event.
3. Formulation of rules and regulations governing the conduct and safety of all participants and distribution of such rules and regulations to all students and adults involved.

Legal	1. 24 P.S. 511
	2. 24 P.S. 1850.1
	24 P.S. 517

Book	Policy Manual
Section	200 Pupils
Title	Student Involvement in Decision-Making
Code	232
Status	Second Reading

### **Purpose**

**The Joint Operating Committee believes that students should participate in the governance of school activities at levels appropriate to their ages and competencies because as an institution fundamental to the operation of a democratic society, the school should strive to exemplify the democratic ideal of citizen participation in decision-making, and students are a valuable resource whose contributions can aid and benefit the programs of the school.**

### **Authority**

**The Joint Operating Committee directs that students be invited to participate in activities appropriate to their maturity and competency, leading to administrative decision-making.**

**Suggestions for improvement of the school may be offered by any student, provided they are of a constructive nature and contribute toward the realization of the school's educational goals.**

### **Delegation of Responsibility**

**The Administrative Director or designee shall develop rules to implement this policy which:**

- 1. Provide for submission, consideration, and response to constructive student suggestions.**
- 2. Designate the manner by which students shall be selected for participation in school matters.**
- 3. Ensure that student participation is fairly representational of the whole student body.**

Book	Policy Manual
Section	200 Pupils
Title	Suspension and Expulsion
Code	233
Status	Second Reading

### **Purpose**

**The Joint Operating Committee recognizes that exclusion from the instructional program of the school, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student and one that cannot be imposed without due process.** The Joint Operating Committee shall define and publish the types of offenses that would lead to exclusion from the school. Exclusions affecting students with disabilities shall be governed by applicable state and federal law and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

### **Authority**

**The Joint Operating Committee, in coordination with the sending school district, may, after a proper hearing, suspend or expel a student for such time as it deems necessary, or may permanently expel a student.**[\[1\]](#)[\[6\]](#)[\[7\]](#)

Every administrator or teacher in charge of the school may temporarily suspend any student for disobedience or misconduct.

### **Guidelines**

#### **Exclusion From School - Suspension**

The building administrator may suspend any student for disobedience or misconduct for a period of one (1) to ten (10) consecutive school days and shall immediately notify the parent/guardian and the Administrative Director in writing when the student is suspended.[\[1\]](#)[\[6\]](#)

No student may be suspended without notice of the reasons for which s/he/**they** is suspended and an opportunity to be heard on his/her/**their** own behalf before the school official who holds the authority to reinstate the student. Prior notice is not required where it is clear that the health, safety or welfare of the school population is threatened. Suspensions may not be made to run consecutively beyond the ten-school day period.[\[1\]](#)

When **a student is suspended by the** sending **school** district **or CMTHS**, the student shall **not** be **permitted to attend classes or** attend extracurricular activities/events at **either the school during the period of time the suspension is in effect**

When a suspension exceeds three (3) school days, the student and parent/guardian shall be given the opportunity for an informal hearing with the building administrator. Such hearing shall take place as soon as possible after the suspension, and the school shall offer to hold it within the first five (5) days of the suspension. [\[7\]](#)

Informal hearings under this provision shall be conducted by the building administrator, ~~who will make effort to hold the informal hearing within three days of the suspension.~~

#### **Purpose of Informal Hearing**

The purpose of the informal hearing is to permit the student to explain the circumstances surrounding the event leading to the suspension, to show why the student should not be suspended, and to discuss ways to avoid future offenses.[\[Z\]](#)

#### Due Process Requirements for Informal Hearing[\[Z\]](#)

1. The student and parent/guardian shall be given written notice of the reasons for the suspension.
2. The student and parent/guardian shall receive sufficient notice of the time and place of the informal hearing.
3. The student may question any witnesses present at the informal hearing.
4. The student may speak and produce witnesses who may speak at the informal hearing.
5. The school shall offer to hold the informal hearing within five (5) days of the suspension.

#### Exclusion From Class - In-School Suspension

No student may receive an in-school suspension without notice of the reasons for which s/he is suspended and an opportunity to be heard prior to the time the suspension becomes effective. The parent/guardian shall be informed of the suspension action taken by the school.[\[2\]](#)

Should the in-school suspension exceed ten (10) consecutive school days, the student and parent/guardian shall be offered an informal hearing with the building administrator. Such hearing shall take place prior to the eleventh day of the in-school suspension. The procedure shall be the same as the procedure for informal hearings held in connection with out-of-school suspensions.[\[2\]](#)[\[Z\]](#)

The school shall provide for the student's education during the period of in-school suspension.

#### Expulsion

**Expulsion** is exclusion from school by the Joint Operating Committee for a period exceeding ten (10) consecutive school days. The Joint Operating Committee, in coordination with the sending school district, may permanently expel from the school's rolls any student whose misconduct or disobedience warrants this sanction. No student shall be expelled without an opportunity for a formal hearing before the Joint Operating Committee, a duly authorized committee of the Joint Operating Committee, or a qualified hearing examiner appointed by the Joint Operating Committee, and upon action taken by the Joint Operating Committee after the hearing.[\[1\]](#)[\[6\]](#)[\[Z\]](#)

#### Expulsion Hearings

A formal hearing shall be required in all expulsion actions.[\[1\]](#)[\[6\]](#)[\[Z\]](#)[\[8\]](#)

The formal hearing shall observe the due process requirements of:[\[Z\]](#)

1. Notification of the charges in writing by certified mail to the student's parent/guardian.
2. At least three (3) days' notice of the time and place of the hearing, which shall include a copy of this policy, hearing procedures, and notice of the right to representation by legal counsel. A student may request the rescheduling of the hearing when s/he demonstrates good cause for an extension.
3. The hearing shall be private unless the student or parent/guardian requests a public hearing.
4. Representation by counsel at the parent's/guardian's expense and parent/guardian may attend the hearing.



5. Disclosure of the names of witnesses against the student and copies of their written statements or affidavits.
6. The right to request that witnesses against the student appear in person and answer questions or be cross-examined.
7. The right to testify and present witnesses on the student's behalf.
8. A written or audio record shall be kept of the hearing and a copy made available to the student at the student's expense, or at no charge if the student is indigent.
9. The hearing shall be held within fifteen (15) school days of the notice of charges, unless a delay is mutually agreed to by both parties or is delayed by:
  - a. The need for laboratory reports from law enforcement agencies.
  - b. Evaluations or other court or administrative proceedings are pending due to a student's invoking his/her rights under the Individuals with Disabilities Education Act (IDEA).
  - c. Delay is necessary due to the condition or best interests of the victim in cases of juvenile or criminal court involving sexual assault or serious bodily injury.
10. Notice of a right to appeal the results of the hearing shall be provided to the student with the expulsion decision.

#### Adjudication

A written adjudication shall be issued after the Joint Operating Committee has acted to expel a student. The adjudication may include additional conditions or sanctions.[\[9\]](#)

#### Attendance/School Work During Suspension and Prior to Expulsion

Students serving an out-of-school suspension must make up missed exams and work, and shall be permitted to complete assignments pursuant to established guidelines.[\[1\]](#)[\[10\]](#)

Students who are facing an expulsion hearing must be placed in their normal classes if the formal hearing is not held within the ten-school day suspension.

If it is not possible to hold the formal hearing within the first ten (10) school days, the school may exclude such a student from class for up to five (5) additional – fifteen (15) total – school days if, after an informal hearing, it is determined that the student's presence in his/her normal class would constitute a threat to the health, safety or welfare of others.

Any further exclusion prior to a formal hearing may be only by mutual agreement. Such students shall be given alternative education, in coordination with the sending school district, which may include home study.

#### Attendance/School Work After Expulsion

Students who are under seventeen (17) years of age are still subject to compulsory school attendance even though expelled and shall be provided an education, in coordination with the sending school district and in accordance with applicable law and regulations. Beginning with the academic year 2020-2021, **compulsory school age** shall mean no later than age six (6) until age eighteen (18); at that time, students under eighteen (18) years of age shall be subject to compulsory school attendance, and even though expelled, shall be provided an education.[\[1\]](#)[\[10\]](#)[\[11\]](#)

The parent/guardian has the initial responsibility of providing the required education and shall, within thirty (30) days, submit written evidence to the school that the required education is being provided or

that they are unable to do so. If the parent/guardian is unable to provide for the required education, the school shall, within ten (10) days of receipt of the parent's/guardian's notification, make provision for the student's education.

### Students With Disabilities

A student with a disability shall be provided educational services as required by state and federal laws and regulations and Joint Operating Committee policies.[12][13]

### Delegation of Responsibility

**The Administrative Director or designee shall develop administrative regulations to implement this policy** which include:

1. Publication of a Code of Student Conduct, in accordance with Joint Operating Committee policy on student discipline.[14]
2. Procedures that ensure due process when a student is being deprived of the right to attend school.
3. Regulations regarding student records which require that records of disciplinary suspension be maintained in accordance with Joint Operating Committee policy on student records.[15]
4. The name of a student who has been disciplined shall not become part of the agenda or minutes of a public meeting, nor part of any public record of the Joint Operating Committee. Such students may be designated by code.
5. Any student who has been expelled may apply for readmission to the school upon such conditions as may be imposed by the Joint Operating Committee.

#### Legal

1. 22 PA Code 12.6
2. 22 PA Code 12.7
3. 22 PA Code 14.143
4. 20 U.S.C. 1400 et seq
5. 34 CFR Part 300
6. 24 P.S. 1318
7. 22 PA Code 12.8
8. 2 Pa. C.S.A. 101 et seq
9. 2 Pa. C.S.A. 101
10. Pol. 204
11. 24 P.S. 1326
12. Pol. 113
13. Pol. 113.1
14. Pol. 218
15. Pol. 216
- 22 PA Code 12.3



Book	Policy Manual
Section	200 Pupils
Title	Pregnant/Married Students
Code	234
Status	Second Reading

### **Purpose**

**A student who is eligible to attend programs in the school shall not be denied an educational or vocational program solely because of marital status, pregnancy, pregnancy-related disabilities, parenthood or potential parenthood.**[\[1\]](#)[\[2\]](#)

### **Authority**

**The Joint Operating Committee reserves the right to require as a prerequisite for attendance in the regular classes and participation in the extracurricular program of the school that each pregnant student present to the Administrative Director or designee a licensed physician's written statement that such activity will not be injurious to ~~her~~their health nor jeopardize ~~her~~their pregnancy.**[\[3\]](#)

### **Guidelines**

A pregnant student whose mental or physical condition prevents ~~her~~them from attending regular classes, when such condition is certified by a licensed physician, may be assigned to an alternate educational program.

A student who has received an alternate educational program for reasons associated with ~~her~~their pregnancy shall be readmitted to the regular school program upon ~~her~~their request and the written statement of a licensed physician that ~~she~~they are ~~is~~ physically fit to do so.

### **Delegation of Responsibility**

**The Administrative Director or designee shall develop administrative regulations for implementing this policy.**

Legal	1. 24 P.S. 1326
	2. 22 PA Code 12.1
	3. 24 P.S. 1850.1

Book	Policy Manual
Section	200 Pupils
Title	Student Rights and Responsibilities
Code	235
Status	Second Reading

### **Purpose**

**This policy sets forth guidelines by which student rights and responsibilities are determined, consistent with law and regulations.**

### **Authority**

**The Joint Operating Committee has the authority and responsibility to establish reasonable rules and regulations for the conduct and deportment of school students. At the same time, no student shall be deprived of equal treatment and equal access to the educational program, due process, a presumption of innocence, and free expression and association, in accordance with Joint Operating Committee policy and school rules.**[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

### **Guidelines**

**Attendant upon the rights established for each student are certain responsibilities, which include** regular attendance; conscientious effort in classroom work and homework; conformance to Joint Operating Committee **policies and school rules and regulations; respect for the rights of** teachers, students, administrators and all **others** who are involved in the educational process; and expression of ideas and opinions in a respectful manner.[\[4\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

It shall be the responsibility of the student to:[\[7\]](#)

1. Be aware of all policies, rules and regulations for student behavior and conduct him/herself accordingly. Each student shall assume that, until a rule is waived, altered or repealed in writing, it is in effect.[\[10\]](#)
2. Volunteer information in matters relating to the health, safety and welfare of the school community and the protection of school property.
3. Dress and groom to meet standards of safety and health, and not to cause substantial disruption to the educational processes.[\[12\]](#)
4. Assist the school staff in operating a safe school.
5. Comply with federal, state and local laws.
6. Exercise proper care when using school facilities, instructional materials and equipment.[\[13\]](#)
7. Attend school daily and be on time to all classes and other school functions.[\[9\]](#)
8. Make up work when absent from school.
9. Pursue and attempt to satisfactorily complete the courses of study prescribed by local school authorities.

10. Report accurately in student media.[11]

11. Not use obscene language in student media or on school property.[11]

Violations of this policy may result in disciplinary action, consistent with the Code of Student Conduct and Joint Operating Committee policy.[10][14]

A listing of students' rights and responsibilities shall be included in the Code of Student Conduct, which shall be distributed annually to students and parents/guardians.[4][10]

### **Delegation of Responsibility**

**The Administrative Director or designee shall develop administrative regulations consistent with law and Joint Operating Committee policy to ensure that student rights under specific conditions are properly** recognized and maintained.

Legal

1. 24 P.S. 1850.1
2. 22 PA Code 4.4
3. 22 PA Code 12.1
4. 22 PA Code 12.3
5. 22 PA Code 12.4
6. 22 PA Code 12.9
7. 22 PA Code 12.2
8. Pol. 130
9. Pol. 204
10. Pol. 218
11. Pol. 220
12. Pol. 221
13. Pol. 224
14. Pol. 233
- Pol. 103
- Pol. 218.1
- Pol. 218.2
- Pol. 249
- Pol. 705

Book	Policy Manual
Section	200 Pupils
Title	Surveys
Code	235.1 - NEW
Status	Second Reading

### **Purpose**

**This policy sets forth guidelines** regarding the conduct of surveys and collection and use of information for marketing purposes, **consistent with law and regulations.**

### **Definitions**

**Personal information** means individually identifiable information, including a student's or parent's/guardian's first and last name; home or physical address, including street name and the name of the city or town; telephone number; or social security number.[\[1\]](#)

For purposes of this policy, **protected information**, as addressed by the Protection of Pupil Rights Amendment (PPRA), includes:[\[1\]](#)

1. **Political affiliations** or beliefs of the student or student's parent/guardian.
2. **Mental or psychological problems of the student or student's family.**
3. **Sex behavior or attitudes.**
4. **Illegal, anti-social, self-incriminating or demeaning behavior.**
5. **Critical appraisals of other individuals with whom respondents have close family relationships.**
6. **Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers.**
7. Religious practices, affiliations, or beliefs of the student or student's parent/guardian.
8. **Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.**

### **Authority**

Surveys conducted by outside agencies, organizations and individuals shall be approved by the Joint Operating Committee, based on the Administrative Director's recommendation, prior to administration to students.

### **Guidelines**

All surveys and instruments used to collect information from students shall relate to the school's educational objectives.[\[2\]](#)

U.S. Department of Education Funded Surveys

**No student shall be required**, as part of any program funded in whole or in part by the U.S. Department of Education, **to submit to a survey, analysis or evaluation that reveals protected information without written parental consent for students under eighteen (18) years of age or written consent of emancipated students or those over eighteen (18) years of age.**[\[1\]](#)

**All instructional materials, including teachers' manuals, films, tapes or other supplementary material**, that will be used in connection with any survey, analysis or evaluation as part of any program funded in whole or in part by the U.S. Department of Education **shall be made available for inspection by the parent(s)/guardian(s) of the student.**[\[1\]](#)[\[3\]](#)

#### Surveys Funded by Other Sources

Parents/Guardians shall be informed of the nature and scope of individual surveys and their relationship to the educational program of their child and the parent's/guardian's right to inspect, upon request, a survey created by a third party prior to administration or distribution to a student. Such requests shall be in writing and submitted to the building administrator.[\[2\]](#)[\[1\]](#)

Parents/Guardians shall be informed of their right to have their child excluded from any research studies or surveys conducted by entities other than a school entity without prior written consent.[\[4\]](#)[\[2\]](#)  
[\[1\]](#)

#### Collection of Information for Marketing, Sales or Other Distribution Purposes

The school shall notify parents/guardians of any activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or selling, or otherwise providing the information to others for that purpose.[\[1\]](#)

The parent/guardian has the right to inspect the instrument used in collection of personal information for the purpose of marketing or selling that information and opt the student out of participating in any activity that results in the collection, disclosure or use of personal information for purposes of marketing or selling that information.[\[1\]](#)

This provision does not apply to the collection, disclosure or use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following: recruiters, book clubs, curriculum and instructional materials used by schools, sale by students of products or services to raise funds for school-related or education-related activities, or student recognition programs.[\[1\]](#)

#### Privacy

The school shall implement procedures to protect student identity and privacy when a survey containing one or more of the items listed under protected information is administered or distributed to a student and in the event of the collection, disclosure or use of personal information for marketing, sales or other distribution purposes.[\[1\]](#)

#### Student and Parent/Guardian Rights

Under federal law, the rights provided to parents/guardians under this policy transfer to the student when the student turns eighteen (18) years old or is an emancipated minor. These rights do not transfer under state law; therefore, parents/guardians retain their rights to receive notice and to inspect.[\[4\]](#)[\[2\]](#)[\[1\]](#)

#### Delegation of Responsibility

The Administrative Director or designee shall notify parents/guardians and students of:[\[1\]](#)

1. This policy and its availability.

2. The specific or approximate dates during the school year when activities described above are scheduled, or expected to be scheduled.

3. How to opt their child out of participation in activities as provided in this policy.

4. How to request access to any survey or other material described in this policy.

This notification shall be given at least annually, at the beginning of each school year, and within a reasonable time after any substantive changes regarding the contents of this policy.

The Administrative Director or designee shall establish administrative regulations for protecting student identity and privacy in the administration of protected information surveys and the collection, disclosure or use of personal information for marketing, sales or other distribution purposes.

Legal

1. [20 U.S.C. 1232h](#)

2. [22 PA Code 12.41](#)

3. Pol. 105.1

4. [22 PA Code 4.4](#)

Book	Policy Manual
Section	200 Pupils
Title	Hazing
Code	247 - NEW
Status	Second Reading

## **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 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 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 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 school property or outside of school hours.[4][5][7][9]

No student, parent/guardian, coach, sponsor, volunteer or 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.

### **Title IX Sexual Harassment and Other Discrimination**

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 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 hazing 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 hazing.[10][11]

### **Delegation of Responsibility**

Students, parents/guardians, coaches, sponsors, volunteers, and school employees shall be alert to incidents of hazing and shall report such conduct to the building administrator or designee.

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, staff shall report the student to the threat assessment team, in accordance with applicable law and Joint Operating Committee policy.[12][13]

### **Guidelines**

In addition to posting this policy on the school's publicly accessible website, the school shall inform students, parents/guardians, sponsors, volunteers and school employees of the school's policy prohibiting hazing, including school rules, penalties for violations of the policy, and the program established by the school for enforcement of the policy by means of distribution of written policy, publication in handbooks, verbal instructions by the coach or sponsor at the start of the season or program and posting of notice/signs.[4]

This policy, along with other applicable school policies, procedures and Codes of Conduct, shall be provided to all 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.[7]

### **Complaint Procedure**

A student who believes that they have been subject to hazing is encouraged to promptly report the incident to the building administrator or designee.

Students are encouraged to use the 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 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 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.[\[14\]](#)

#### *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.[\[15\]](#)[\[16\]](#)[\[17\]](#)

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 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.[\[15\]](#)[\[16\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)

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 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.[\[15\]](#)[\[21\]](#)[\[22\]](#)

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.[\[16\]](#)[\[21\]](#)

#### Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with applicable law, regulations, this policy and the 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 the individual complies with the requirements under law, subject to the limitations set forth in law.[\[14\]](#)

##### *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.[\[4\]](#)[\[7\]](#)[\[14\]](#)[\[23\]](#)[\[24\]](#)

##### *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, the coach, sponsor, or volunteer 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 school employment.[\[25\]](#)

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 school property or to otherwise operate under the sanction or recognition of the school.

##### *Criminal Prosecution –*

Any person or organization that causes or participates in hazing may also be subject to criminal prosecution.[\[4\]](#)

## Legal

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. 24 P.S. 1302-E
13. Pol. 236.1
14. 18 Pa. C.S.A. 2810
15. 22 PA Code 10.2
16. 24 P.S. 1303-A
17. 35 P.S. 780-102
18. 22 PA Code 10.21
19. 22 PA Code 10.22
20. 24 P.S. 1302.1-A
21. Pol. 805.1
22. 22 PA Code 10.25
23. Pol. 218
24. Pol. 233
25. 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
Status	Second Reading

### **Purpose**

**The Joint Operating Committee is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect.** The Joint Operating Committee recognizes that **bullying** creates an atmosphere of fear and intimidation, **disrupts both a student's ability to learn and a school's ability to educate its students**, and may lead to more serious violence. **Therefore, it shall be the policy of this school to maintain an educational environment that is intolerant of bullying in any form.**

### **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 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 school.**

**Bullying, as defined in this policy, includes cyberbullying.**

**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.**[\[1\]](#)

### **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 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.

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, staff shall report the student to the threat assessment team, in accordance with applicable law and Joint Operating Committee policy.[2][3]

### Title IX Sexual Harassment and Other Discrimination

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 and Title IX Coordinator. If, in the course of a bullying 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 bullying.[4][5]

### Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with applicable law, regulations, this policy and the 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][6][7]

**This policy shall be accessible in every classroom. The policy shall be posted** in a prominent location within the school building and **on the school's website**, if available.[1]

### Education

**The school may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.**[\[1\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

### **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:**[\[1\]](#)[\[7\]](#)[\[11\]](#)

1. **Parental conference.**
2. **Detention.**
3. **Suspension.**
4. **Removal from the technical school program.**
5. Referral to law enforcement officials.

Legal	1. 24 P.S. 1303.1-A
	2. 24 P.S. 1302-E
	3. Pol. 236.1
	4. Pol. 103
	5. Pol. 103.1
	6. 22 PA Code 12.3
	7. Pol. 218
	8. 24 P.S. 1302-A
	9. Pol. 236
	10. 20 U.S.C. 7118
	11. Pol. 233
	Pol. 113.1



Book	Policy Manual
Section	200 Pupils
Title	Dating Violence
Code	252 - NEW
Status	Second Reading

## **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 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 school shall investigate promptly all complaints of dating violence and shall administer appropriate discipline to any student who violates this policy.[2]

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, staff shall report the student to the threat assessment team, in accordance with applicable law and Joint Operating Committee policy.[3][4]

## **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.[5][6]

## **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 school or participating in a school program, the 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.[7][8]

## **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 building administrator, guidance counselor or a 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 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 school's website, if available.
4. Provided to parents/guardians.

## Dating Violence Training

The 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.[\[1\]](#)

Legal	1. 24 P.S. 1553
	2. Pol. 218
	3. 24 P.S. 1302-E
	4. Pol. 236.1
	5. Pol. 103
	6. Pol. 103.1
	7. 24 P.S. 1318.1
	8. Pol. 218.3
	71 P.S. 611.13
	22 PA Code 12.12
	20 U.S.C. 1232g



Book	Policy Manual
Section	200 Pupils
Title	Threat Assessment
Code	236.1 - NEW
Status	First Reading

### **Purpose**

The Joint Operating Committee is committed to protecting the health, safety and welfare of its students and the community and providing the resources and support to address identified student needs. The Joint Operating Committee adopts this policy to address student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others.[\[1\]](#)

### **Authority**

The Joint Operating Committee directs the Administrative Director or designee, in consultation with the School Safety and Security Coordinator, to establish a threat assessment team and develop procedures for assessing and intervening with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others.[\[1\]](#)

### **Definitions**

**Behavioral service providers** – includes, but is not limited to, a state, county or local behavioral health service provider, crisis intervention center or psychiatric hospital. The term includes a private service provider which contracts with a state, county or local government to act as a behavioral health agency.[\[2\]](#)

**Bias** – the attitudes or beliefs we have about a person or group that affects our understanding, actions and decisions in a conscious or subconscious manner.[\[3\]](#)

**Individualized Management Plan** – a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team's attention, as well as the resources and supports a student might need based on the information gathered during the assessment.

**Threat assessment** – a fact-based process for the assessment of and intervention with students whose behaviors may indicate a threat to the safety of the student other students, school employees, school facilities, the community or others.

### **Delegation of Responsibility**

The Administrative Director or designee, in consultation with the School Safety and Security Coordinator, shall appoint individuals to a school threat assessment team.

The Administrative Director or designee shall designate a member of the team as team leader for the threat assessment team.

The threat assessment team shall include the School Safety and Security Coordinator and individuals with expertise in school health; counseling, school psychology or social work; special education and school administration - school security personnel.

The Administrative Director or designee may assign additional staff members or designated community resources to the threat assessment team for assessment and response support.

The Administrative Director or designee shall develop and implement administrative regulations to support the threat assessment process.

## **Guidelines**

### **Training**

The Administrative Director or designee shall ensure that threat assessment team members are provided individual and/or group training on:

1. Responsibilities of threat assessment team members.
2. Process of identifying, reporting, assessing, responding to and intervening with threats.
3. Identifying and avoiding racial, cultural or disability bias.[3][8]
4. Confidentiality requirements under state and federal laws and regulations, and Joint Operating Committee policies.[4][6][9][10][11]
5. Youth suicide awareness, prevention and response.[7]
6. Safe2Say Something procedures.[6]
7. Positive Behavioral Intervention and Support.

Threat assessment team training shall be credited toward professional education requirements and school safety and security training requirements for staff, in accordance with applicable law and Joint Operating Committee policy.[1][6][13][14][15][16]

### **Information for Students, Parents/Guardians and Staff**

The school shall notify students, staff and parents/guardians about the existence and purpose of the threat assessment team through posting information on the school website, publishing in handbooks and through other appropriate methods.[1]

The threat assessment team shall make available age-appropriate informational materials to students regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other school reporting hotlines or methods. Informational materials shall be available for review by parents/guardians.[1][7][8][17][18][19]

The threat assessment team shall make available informational materials for employees regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other school reporting hotlines or methods. Information for school employees shall include a list of the staff members who have been appointed to the threat assessment team.[1][7][8][17][19]

### **Reporting and Identification**

The threat assessment team shall document, assess and respond to reports received regarding students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.[1]

The threat assessment team shall assist in assessing and responding to reports that are received through the Safe2Say Something Program identifying students who may be a threat to themselves or others.[1][6]

The threat assessment team shall assist in assessing and responding to reports of students exhibiting self-harm or suicide risk factors or warning signs, as identified in accordance with applicable law and

Joint Operating Committee policy.[1][7]

When the threat assessment team has made a preliminary determination that a student's reported behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others, the team shall immediately take the following steps:[1]

1. Notify the Administrative Director or designee and School Safety and Security Coordinator of the reported threat.
2. Notify the building administrator of the school building the student attends of the reported threat, who shall notify the student's parent/guardian of the reported threat.

When a reported student's behavior indicates that there may be an imminent threat to the safety of the student or others, or an emergency situation, a threat assessment team member shall take immediate action, which may include promptly reporting to the appropriate law enforcement agency and school administration.[1][5][6][20]

Where a threat assessment team member has reasonable cause to suspect that a reported situation indicates that a student may be a victim of child abuse, the member shall make a report of suspected child abuse in accordance with law and Joint Operating Committee policy.[1][21][22]

### Inquiry and Assessment

In investigating, assessing and responding to threat reports, the threat assessment team shall make a determination if the report should be addressed under one or more specific Joint Operating Committee policies or administrative regulations, based on the subject matter of the report and the requirements of law, regulations and Joint Operating Committee policy, including, but not limited to, reports involving:

1. Discrimination/Title IX Sexual Harassment.[8][17]
2. Bullying/Cyberbullying.[19]
3. Suicide Awareness, Prevention and Response.[7]
4. Hazing.[23]
5. Dating Violence.[24]

Members of the threat assessment team, in coordination with the student's school district of residence, shall engage in an assessment of the reported student behavior that may indicate a threat, in accordance with training and established procedures. This process may include, but is not limited to:

1. Interviewing the student, other students, staff, parents/guardians or others regarding the subject(s) of the reported threat.
2. Reviewing existing academic, health and disciplinary records and assignments, as appropriate, regarding the subject(s) of the report.
3. Conducting searches of lockers, storage spaces, and other possessions on school property as applicable, in accordance with applicable law, regulations and Joint Operating Committee policy. [25]
4. Examining outside resources such as social media sites, in coordination with law enforcement, or contacting law enforcement, juvenile probation, or community agencies to request additional information about the subject(s) of the report, in accordance with law, regulations and Joint Operating Committee policies.

5. Where appropriate, convening the appropriate team to assess and/or address the situation that is the subject of the report, such as the Individualized Education Program (IEP) team, Section 504 Team, Behavior Support team, Student Assistance Program team, or others.[4][26][27][28][29]

The threat assessment team shall establish and implement procedures, in accordance with the school's Memorandum of Understanding, to address situations where the investigation of a reported threat shall

be transferred to the appropriate law enforcement agency.[5][20]

The threat assessment team may request that the county agency or juvenile probation department consult and cooperate with the team in assessing the student who is the subject of a preliminary determination regarding a threat.[1]

When assessment of a student's behavior determines that it is not a threat to the student, other students, school employees, school facilities, the community or others, the threat assessment team shall document the assessment and may refer the student to other appropriate resources such as a child study team, the Student Assistance Program team, an IEP or Section 504 Team or other school supports and services.

### Response and Intervention

The threat assessment team, in coordination with the student's school district of residence, shall develop an Individualized Management Plan for each student identified and assessed as posing a threat to the student, other students, school employees, school facilities, the community or others. The plan should document the team's evaluation of the threat and recommendations for disposition of the threat, including the information gathered during the assessment and recommendations for response and intervention.

Following notification to the student's parent/guardian, the threat assessment team, in coordination with the student's school district of residence, may refer the student to an appropriate program or take action to address the reported situation in accordance with applicable Joint Operating Committee policy, which may include, but is not limited to:[1]

1. A referral to the Student Assistance Program.[4]
2. A referral to the appropriate law enforcement agency.[5][6][20]
3. An appropriate evaluation to determine whether the student is a qualified student with a disability in need of a Section 504 Service Agreement or in need of special education services through an Individualized Education Program (IEP), in accordance with applicable law and Joint Operating Committee policy.[26][27]
4. A referral to the student's IEP Team to review and address the student's IEP and/or Positive Behavior Support Plan. This could include, but is not limited to, a manifestation determination or functional behavioral assessment in accordance with applicable law, regulations and Joint Operating Committee policy.[27][28][29]
5. A referral to the student's Section 504 Team to review and address the student's Section 504 Service Agreement and/or Positive Behavior Support Plan.[26]
6. With prior parental consent, a referral to a behavioral service provider, health care provider or county agency.[30]
7. Addressing behavior in accordance with applicable discipline policies and the Code of Student Conduct.[31][32][33][34]
8. Ongoing monitoring of the student by the threat assessment team, a child study team, Student Assistance Program team or other appropriate personnel.
9. Taking steps to address the safety of any potential targets identified by the reported threat.[6][35]

### *Safe Schools Incident Reporting –*

For Safe Schools reporting purposes, the term **incident** means 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.[20][36][37][38]

When a reported threat also meets the definition of an incident under the Safe Schools Act, in accordance with reporting requirements, the Administrative Director or designee shall immediately report required incidents, if not previously reported by school staff, and may report discretionary incidents committed by students 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.[20][31][36][37][39][40][41]

The Administrative Director or designee shall notify the parent/guardian, if not previously notified by school staff, of any student directly involved in an incident on school property, at any school-sponsored activity or on a conveyance providing transportation to or from the school or a school-sponsored activity, who is a victim or suspect, immediately, as soon as practicable. The Administrative Director or designee will 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 Administrative Director or designee will document attempts made to reach the parent/guardian.[20][36][42]

#### *Students With Disabilities –*

When reporting an incident committed by a student with a disability or referring a student with a disability to a law enforcement agency, the 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 school shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.[9][11][43][44][45][46]

#### Monitoring and Management

If a student has an Individualized Management Plan, the threat assessment team shall monitor the Individualized Management Plan and coordinate with the designated team or resource to provide support and follow-up assessment as necessary. Follow-up assessments, referrals, re-entry plans and other supports shall be documented as part of the student's Individualized Management Plan.

The threat assessment team, in coordination with the student's school district of residence, other appropriate teams and supports, shall determine when the student's Individualized Management Plan is no longer needed for disposition of the threat(s), and may transfer appropriate information in accordance with applicable law, regulations and Joint Operating Committee policy.[4][7][9][11][26][27]

#### Records Access and Confidentiality

In order to carry out their duties and facilitate the timely assessment of and intervention with students whose behavior may indicate a threat, the threat assessment team shall have access to the following student information to the extent permitted under applicable law and regulations:[1]

1. Student health records.[47][48]
2. Prior school disciplinary records.[9][11][49]
3. Records related to adjudication under applicable law and regulations.[49][50][51][52][53][54]
4. Records of prior behavioral or mental health or psychological evaluations or screenings maintained by the school entity.
5. Other records or information that may be relevant to evaluating a threat or determining treatment or referral options for a student that are maintained by the school entity.

The threat assessment team shall use all information or records obtained in fulfilling the team's duty in accordance with law to evaluate a threat or to recommend disposition of a threat. Team members shall not redisclose any record or information obtained or otherwise use any record of a student beyond the purpose for which the disclosure was made to the team, in accordance with law.[\[1\]](#)

The threat assessment team shall maintain confidentiality and handle all student records in accordance with applicable law, regulations, Joint Operating Committee policy, the Student Records Plan and the school's legal and investigative obligations.[\[4\]](#)[\[7\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[19\]](#)[\[43\]](#)[\[46\]](#)[\[49\]](#)[\[55\]](#)

Threat assessment members whose other assignments and roles require confidentiality of specific student communications, in accordance with law, shall ensure that all confidential communications and information are addressed in accordance with applicable law, regulations, Joint Operating Committee policy and administrative regulations.[\[10\]](#)[\[56\]](#)[\[57\]](#)[\[58\]](#)[\[59\]](#)

### Annual Joint Operating Committee Report

The threat assessment team shall provide the required information to the Administrative Director, in consultation with the School Safety and Security Coordinator, to annually develop and present to the Joint Operating Committee, at an executive session, a report outlining the school's approach to threat assessment, which shall include:[\[1\]](#)

1. Verification that the school's threat assessment team and process complies with applicable law and regulations.
2. The number of threat assessment teams assigned in the school, and their composition.
3. The total number of threats assessed that year.
4. A summary of interactions with outside law enforcement agencies, juvenile probation and behavioral service providers.
5. An assessment of the school's threat assessment team(s) operation.
6. Recommendations for improvement of the school's threat assessment processes.
7. Any additional information required by the Administrative Director or designee.

The annual threat assessment report shall be presented as part of the annual report to the Joint Operating Committee by the School Safety and Security Coordinator on school safety and security practices.[\[1\]](#)[\[5\]](#)

The threat assessment team's information addressing verification of compliance with law and regulations, the number of threat assessment teams assigned in the school and their composition, the total number of threats assessed that year, and any additional information required by the Administrative Director or designee shall be included in the School Safety and Security Coordinator's annual report on school safety and security practices that is submitted to the state's School Safety and Security Committee.[\[1\]](#)[\[5\]](#)[\[60\]](#)

### Legal

1. 24 P.S. 1302-E
2. 24 P.S. 1301-E
3. Pol. 832
4. Pol. 236
5. Pol. 805.2
6. Pol. 805
7. Pol. 819
8. Pol. 103
9. Pol. 112.3

9. Pol. 115.3  
10. Pol. 207  
11. Pol. 216  
12. Pol. 146.1  
13. 24 P.S. 1205.2  
14. 24 P.S. 1205.5  
15. 24 P.S. 1310-B  
16. Pol. 333  
17. Pol. 104  
18. Pol. 105.1  
19. Pol. 249  
20. Pol. 805.1  
21. 23 Pa. C.S.A. 6311  
22. Pol. 806  
23. Pol. 247  
24. Pol. 252  
25. Pol. 226  
26. Pol. 103.1  
27. Pol. 113  
28. Pol. 113.1  
29. Pol. 113.2  
30. Pol. 146  
31. Pol. 218  
32. Pol. 218.1  
33. Pol. 218.2  
34. Pol. 233  
35. Pol. 709  
36. 22 PA Code 10.2  
37. 24 P.S. 1303-A  
38. 35 P.S. 780-102  
39. 22 PA Code 10.21  
40. 22 PA Code 10.22  
41. 24 P.S. 1302.1-A  
42. 22 PA Code 10.25  
43. 20 U.S.C. 1232g  
44. 20 U.S.C. 1415  
45. 34 CFR Part 300  
46. 34 CFR Part 99  
47. 24 P.S. 1409  
48. Pol. 209  
49. Pol. 216.1

50. 24 P.S. 1304-A  
51. 24 P.S. 1305-A  
52. 24 P.S. 1307-A  
53. 42 Pa. C.S.A. 6341  
54. Pol. 218.3  
55. 24 P.S. 1304-D  
56. 22 PA Code 12.12  
57. 42 Pa. C.S.A. 5945  
58. 42 Pa. C.S.A. 8337  
59. 42 CFR Part 2  
60. 24 P.S. 1309-B  
20 U.S.C. 1400 et seq  
35 P.S. 7601 et seq  
Pol. 203.1

PA Commission on Crime and Delinquency, School Safety and Security Committee Model K-12  
Threat Assessment Procedures and Guidelines



Book	Policy Manual
Section	300 Employees
Title	Creating a Position
Code	301
Status	First Reading

### **Authority**

**Positions for administrative, professional, project and support employees shall be established by the Joint Operating Committee in order to provide the effective leadership and management necessary to operate the school and to provide quality educational programs and services, consistent with the needs of the school and the resources of the community.**

**The need for creating positions shall be determined by the Joint Operating Committee, based on the recommendation of the Administrative Director. The Joint Operating Committee reserves for itself the final determination of the number and type of staff positions deemed necessary for effective management and operation of the school.[1][2]**

**The initial salary or salary range for a new position shall be determined by the Joint Operating Committee when creating the position, based upon the recommendation of the Administrative Director and supporting documentation.[3][4]**

**In the exercise of its authority to create a new position, the Joint Operating Committee shall give primary consideration to the following:**

1. Effective management of school programs.
2. Number of students enrolled.
3. Special needs of students.
4. Operational needs of the school.
5. Financial resources of the school.

**The Administrative Director shall be responsible for recommending a new or additional administrative, professional, project or support position.**

### **Delegation of Responsibility**

**Recommendations for a new or additional position shall include:**

1. Job description clearly stating the duties for which the position was created.
2. Title that conforms with the appropriate certificate if certification is required.
3. Supporting data and other rationale relevant to the recommendation.

**The Joint Operating Committee may, through the Administrative Director, seek the advice of administrative staff when creating a new position or increasing the number of employees in existing positions.**

**The Administrative Director or designee shall be responsible to maintain a comprehensive and up-to-date job description for all positions in the school. Job descriptions shall be prepared in accordance with relevant federal and state laws and regulations.[5]**

## Legal

1. 24 P.S. 1850.1
2. 22 PA Code 4.4
3. 24 P.S. 1142
4. Pol. 328
5. Pol. 104

Book	Policy Manual
Section	300 Employees
Title	Employment of Administrative Director/Assistant Director
Code	302
Status	First Reading

### **Purpose**

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

### **Authority**

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

### **Guidelines**

#### **Recruitment and Assessment of Candidates**

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

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

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

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

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

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

## **Pre-Employment Requirements**

**The school shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The school may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.**[5]

**A candidate shall not be employed until the individual has complied with the mandatory background check requirements for criminal history and child abuse and the school has evaluated the results of that screening process.**[6][7]

**Each candidate shall report, on the designated form, all arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.**[6]

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

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

**After receiving a conditional offer of employment but prior to beginning employment, the candidate shall undergo medical examinations, as required by law and as the Joint Operating Committee may require.**[8]

## Legal

1. 24 P.S. 1850.1
2. Pol. 104
3. 24 P.S. 1804
4. 22 PA Code 49.163
5. 24 P.S. 111.1
6. 24 P.S. 111
7. 23 Pa. C.S.A. 6344
8. Pol. 314
- 24 P.S. 108
- 24 P.S. 1418
- 22 PA Code 8.1 et seq
- 22 PA Code 49.171
- 28 PA Code 23.43
- 28 PA Code 23.44
- 28 PA Code 23.45
- 18 Pa. C.S.A. 9125
- 23 Pa. C.S.A. 6301 et seq
- 42 U.S.C. 12101 et seq
- Articles of Agreement

Book	Policy Manual
Section	300 Employees
Title	Employment of Staff
Code	304
Status	First Reading

### **Authority**

**The Joint Operating Committee places substantial responsibility for the effective management and operation of the school and the quality of the educational program with its administrative, professional, project and support employees.**

**The Joint Operating Committee shall, by a majority vote of all members, approve the employment; set the compensation; and establish the term of employment for each administrative, professional, project and support employee employed by the school.**<sup>[1][2][3]</sup>

**Approval shall normally be given to the candidates for employment recommended by the Administrative Director.**

**No teacher shall be employed who is related to any member of the Joint Operating Committee, as defined in law, unless such teacher receives the affirmative vote of a majority of all members of the Joint Operating Committee other than the member related to the applicant, who shall not vote.**<sup>[4]</sup>

**The Joint Operating Committee authorizes the use of professional, project and support employees prior to Joint Operating Committee approval when necessary to maintain continuity of the educational program and services. Retroactive employment shall be recommended to the Joint Operating Committee at the next regular Joint Operating Committee meeting.**

**The school shall use the Standard Application for Teaching Positions but may establish and implement additional application requirements for professional employees.**<sup>[5]</sup>

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

### **Pre-Employment Requirements**

**The school shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The school may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.**<sup>[6]</sup>

**A candidate shall not be employed until such candidate has complied with the mandatory background check requirements for criminal history and child abuse and the school has evaluated the results of that screening process.**<sup>[7][8]</sup>

**Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and convictions that occur subsequent to initially submitting the**

form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.[\[7\]](#)

**A candidate for employment in the school shall not receive a recommendation for employment without evidence of his/her certification when such certification is required.**[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

### **Delegation of Responsibility**

**The Administrative Director or designee shall develop administrative regulations for recruiting, screening, and recommending candidates for employment, in accordance with Joint Operating Committee policy and state and federal laws and regulations.**[\[13\]](#)

**Staff vacancies that represent opportunities for professional advancement or diversification shall be made known to school employees so they may apply for such positions.**

**The Administrative Director or designee may apply necessary screening procedures to determine a candidate's ability to perform the job functions of the position for which a candidate is being considered.**[\[14\]](#)

**The Administrative Director or designee shall seek recommendations from former employers and others in assessing the candidate's qualifications. Such recommendations and references shall be retained confidentially and for official use only.**

Each certificated administrative and professional employee employed by the school shall be responsible for maintaining a valid certificate when such certificate is required by law.[\[1\]](#)[\[9\]](#)[\[11\]](#)[\[12\]](#)

### **Special Education Paraprofessionals**

All instructional paraprofessionals hired by the school, who work under the direction of a certificated staff member to support and assist in providing instructional programs and services to students with disabilities or eligible students, shall have a secondary school diploma and one (1) of the following:[\[15\]](#)  
[\[16\]](#)

1. At least two (2) years of postsecondary study.

2. Associate's or higher degree.

3. Evidence of meeting a rigorous standard of quality through a state or local assessment. Instructional paraprofessionals shall provide evidence of twenty (20) hours of staff development activities related to their assignment each school year.[\[15\]](#)

### **Personal Care Assistants**

A personal care assistant provides one-to-one support and assistance to a student, including support and assistance in the use of medical equipment.[\[15\]](#)

Personal care assistants shall provide evidence of twenty (20) hours of staff development activities related to their assignment each school year. The twenty (20) hours of training may include training required by the School-Based Access Program.

### **Educational Interpreters**

An educational interpreter is an individual who provides students who are deaf or hard of hearing with interpreting or transliterating services in an educational setting. To serve as an educational interpreter, an individual shall meet the qualifications set forth in law and regulations.[\[15\]](#)

## Legal

1. 24 P.S. 1850.1
2. 22 PA Code 4.4
3. Pol. 328
4. 24 P.S. 1111
5. 24 P.S. 1204.1
6. 24 P.S. 111.1
7. 24 P.S. 111
8. 23 Pa. C.S.A. 6344
9. 24 P.S. 1201
10. 24 P.S. 2070.2
11. 22 PA Code 49.131 et seq
12. 22 PA Code 339.41
13. Pol. 104
14. 42 U.S.C. 12112
15. 22 PA Code 14.105
16. Pol. 113
- 24 P.S. 108
- 24 P.S. 1089
- 24 P.S. 1142
- 24 P.S. 1804
- 22 PA Code 8.1 et seq
- 22 PA Code 403.2
- 22 PA Code 403.4
- 22 PA Code 403.5
- 18 Pa. C.S.A. 9125
- 23 Pa. C.S.A. 6301 et seq
- 42 U.S.C. 12101 et seq
- Articles of Agreement



Book	Policy Manual
Section	300 Employees
Title	Employment of Substitutes and Short-Term Employees
Code	305
Status	First Reading

### **Authority**

**Qualified and competent substitutes** for professional, project and support employees **and short-term support employees shall be employed** by the school **in order to provide continuity in the educational programs and services of the school.**

**The Joint Operating Committee shall approve annually the names of potential substitute employees and the positions in which they may substitute.**[\[1\]](#)[\[2\]](#)[\[3\]](#)

**Additional names may be added to the list of substitutes by the Joint Operating Committee during the school year.**

**The Joint Operating Committee shall approve the employment, set the compensation, and establish the period and terms of employment for each short-term support employee.**[\[3\]](#)

**Approval shall normally be given to the candidates for employment recommended by the Administrative Director.**

**Utilization of substitutes or short-term employees prior to approval by the Joint Operating Committee is authorized when their use is required to maintain continuity in the educational program and services of the school** and the candidate has satisfied legal pre-employment requirements. **Retroactive approval shall be recommended to the Joint Operating Committee at the next regular Joint Operating Committee meeting.**

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

### **Pre-Employment Requirements**

The school shall conduct an employment history review in compliance with state law prior to issuing an offer of substitute or short-term employment to a candidate. The employment history review shall remain valid as long as the substitute or short-term employee continues to be employed by the school or remains on the approved substitute list. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The school may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.[\[10\]](#)

**A candidate shall not be employed until such candidate has complied with the mandatory background check requirements for criminal history and child abuse and the school has evaluated the results of that screening process.**[\[4\]](#)[\[5\]](#)

Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting

the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.[\[4\]](#)

A candidate for employment in the school shall not receive a recommendation for employment without evidence of **his/her** certification when such certification is required.[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

### **Compensation**

**Substitutes shall be paid on a per diem basis at a rate set annually by the Joint Operating Committee** for the various classes of employees.[\[2\]](#)

### **Delegation of Responsibility**

**The Administrative Director or designee shall develop** administrative regulations and **procedures to recruit, screen, assign and evaluate candidates for substitute and short-term employment.**

**The administration may seek recommendations from former employers and others to assess the candidate's qualifications. Such recommendations and references shall be retained confidentially and for official use only.**

The Administrative Director or designee shall recommend retention on the Joint Operating Committee's approved substitute list only for those substitutes who have satisfactorily performed their duties.

The Administrative Director or designee shall prepare a written statement for all approved substitutes informing them of their pay rate, employee status, work schedule, and other matters that enable them to perform their duties to the best of their ability. A copy of this statement shall be placed in the employee's personnel file.

#### Legal

1. 24 P.S. 1101
2. 24 P.S. 1148
3. 24 P.S. 1850.1
4. 24 P.S. 111
5. 23 Pa. C.S.A. 6344
6. 24 P.S. 1201
7. 24 P.S. 2070.2
8. 22 PA Code 49.131 et seq
9. 22 PA Code 339.41
10. 24 P.S. 111.1
- 24 P.S. 108
- 24 P.S. 1109
- 22 PA Code 8.1 et seq
- 22 PA Code 49.1 et seq
- 23 Pa. C.S.A. 6301 et seq
- Pol. 104

Book	Policy Manual
Section	300 Employees
Title	Student Teachers/Interns
Code	307
Status	First Reading

### **Authority**

**The Joint Operating Committee encourages cooperation with colleges and universities within the state** to assist in the training of student teachers and interns for vocational technical education.

**The Joint Operating Committee establishes the school shall accept student teachers and interns from accredited institutions with which the school has a cooperative agreement approved by the Joint Operating Committee.**[\[1\]](#)

The Joint Operating Committee directs that student teachers and interns shall not be accepted into the school unless they have complied with the mandatory background check requirements for criminal history and child abuse and the school has evaluated the results of those screening processes.[\[2\]](#)[\[3\]](#)

### **Delegation of Responsibility**

**The Administrative Director or designee shall be responsible to assign student teachers and interns to the school's** programs.

**Recommendations for selection of cooperating teachers shall be made by the Administrative Director, with the agreement of the college or university supervisor.**

**Student teachers and interns shall comply with the health examination requirements of the state and Joint Operating Committee policy applicable to** school staff.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

**While serving in the school, student teachers and interns shall be responsible for their conduct to the supervising teacher and Administrative Director or designee.**

### **Arrest or Conviction Reporting Requirements**

Prior to being accepted into the school's programs, student teachers and interns shall report, on the designated form, arrests and convictions as specified on the form. Student teachers and interns shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form.[\[2\]](#)

While serving in the school's programs, student teachers and interns shall use the designated form to report to the Administrative Director or designee, within seventy-two (72) hours of the occurrence, an arrest or conviction required to be reported by law.[\[2\]](#)

While serving in the school's programs, a student teacher or intern shall be required to report to the Administrative Director or designee, in writing, 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.[\[9\]](#)

A student teacher or intern shall be required to submit a current criminal history background check report if the Administrative Director or designee has a reasonable belief that the student teacher or

intern was arrested or has been convicted of an offense required to be reported by law, and the student teacher or intern has not notified the Administrative Director or designee.[\[2\]](#)

Failure to accurately report such arrests and convictions may subject the student teacher or intern to disciplinary action up to and including dismissal from the program and criminal prosecution.[\[2\]](#)[\[9\]](#)

## **Guidelines**

### **Observers**

**Student teachers, interns and faculty of other educational institutions shall be offered the opportunity to visit the school and observe classes and programs. Such observers must be treated as any other visitor and shall be under the direct supervision of the building administrator or designee.**[\[10\]](#)

Legal

1. 24 P.S. 1850.1
2. 24 P.S. 111
3. 23 Pa. C.S.A. 6344
4. 24 P.S. 1418
5. 28 PA Code 23.43
6. 28 PA Code 23.44
7. 28 PA Code 23.45
8. Pol. 314
9. 23 Pa. C.S.A. 6344.3
10. Pol. 907
- 22 PA Code 8.1 et seq
- 23 Pa. C.S.A. 6301 et seq

Book	Policy Manual
Section	300 Employees
Title	Employment Contract/Joint Operating Committee Resolution
Code	308
Status	First Reading

### **Authority**

**The Joint Operating Committee has the authority under law to prescribe employment conditions for school personnel.**[\[1\]](#)[\[2\]](#)

**For the mutual benefit and protection of the school** and its employees, the Joint Operating Committee directs that, **as the policy of this school:**[\[3\]](#)[\[4\]](#)

1. Professional employees, as defined in the School Code, shall sign **an employment contract upon employment, which shall** continue in force **unless** terminated by the employee by written resignation presented **sixty (60) days** in advance or terminated by the Joint Operating Committee in accordance with law. **The contract shall specify those** issues required by law.

2. Temporary professional employees, upon attaining tenure status, shall sign a contract for professional employees.[\[5\]](#)[\[6\]](#)

3. **Noncertificated administrative, project** and support employees shall be employed through a **contract or Joint Operating Committee resolution.**[\[1\]](#)[\[2\]](#)

**The Joint Operating Committee shall be notified promptly of any misunderstanding arising from the application of a given contract or resolution, or any error in salary paid to the employee.**

**Willful misrepresentation of facts material to employment and determination of salary shall be considered cause for dismissal of the employee.**

Legal	1. 24 P.S. 1089
	2. 24 P.S. 1850.1
	3. 24 P.S. 1101
	4. 24 P.S. 1121
	5. 24 P.S. 1108
	6. Pol. 313

Book	Policy Manual
Section	300 Employees
Title	Assignment and Transfer
Code	309
Status	First Reading

### **Authority**

**The assignment and transfer of administrative, professional, project and support employees within the school shall be determined by the management, supervisory, instructional and operational needs of the school and its programs.**

**The Joint Operating Committee shall approve the initial assignment of all employees at the time of employment** and when such assignments involve a move to a position requiring a certificate or credentials other than those required for the employee's present position.[\[1\]](#)

Each applicant for transfer or reassignment shall be required to submit an official child abuse clearance statement unless the applicant is applying for a transfer from one position as a school employee to another position as a school employee and the applicant's official child abuse clearance statement is current.[\[2\]](#)[\[3\]](#)

Each applicant for transfer or reassignment from a position without direct contact with students to a position with direct contact shall be required to submit criminal background checks as required by law. Such applicants shall report, on the designated form, arrests and convictions as specified on the form. Failure to accurately report such arrests and convictions may subject the individual to disciplinary action up to and including termination and criminal prosecution.[\[4\]](#)[\[5\]](#)

### **Delegation of Responsibility**

**The Administrative Director or designee shall provide a system of assignment or reassignment for employees that includes consideration of requests for voluntary transfers.**

**Vacancies shall be publicized to all appropriate employees.**

**Before new employees are sought, requests for transfer to a vacant position will be considered.**

**Employees shall be informed of their assignments at the earliest possible date preceding the school year in which the assignment will be effective.**

**This policy shall not prevent reassignment of an employee during the school year for good cause, as determined by the Joint Operating Committee or Administrative Director.**

### **Guidelines**

**Negotiated collective bargaining agreements may supersede the provisions of this policy when they prescribe conditions enumerated in or affected by this policy.**

## Legal

1. 24 P.S. 1850.1
  2. 23 Pa. C.S.A. 6344.3
  3. 23 Pa. C.S.A. 6344.4
  4. 24 P.S. 111
  5. Pol. 317
- 22 PA Code 8.1 et seq
- 23 Pa. C.S.A. 6301 et seq

Book	Policy Manual
Section	300 Employees
Title	Telework
Code	309.1 - NEW
Status	First Reading

## **Purpose**

The Joint Operating Committee recognizes that in certain limited circumstances it may be necessary to allow or require school employees to work remotely in order to maintain continuity of school educational programs and operations.[1]

The Joint Operating Committee adopts the following policy to establish 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 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**

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.

Such an agreement may include, but is not limited to, the following considerations:

1. Acknowledgement that the employee’s compensation, benefits, work hours, and performance expectations shall not change while teleworking.
2. 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.



3. A teleworking employee's performance shall be monitored and assessed in the same manner as employees working from their regularly assigned place of work.
4. 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 school equipment permitted to be brought to the remote work location will be stolen or damaged.[2][3][4]
5. The employee shall obtain permission from their supervisor before bringing school property to a remote work location and will provide the supervisor with a written list of all such equipment.
6. The employee shall be personally responsible for any 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]
7. The employee does not have a right to telework and the teleworking arrangement may be terminated by the Joint Operating Committee or school administration at any time.
8. 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.

#### 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 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]

## 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

Book	Policy Manual
Section	300 Employees
Title	Reduction of Staff
Code	311 - NEW
Status	First Reading

***\*This policy is in compliance with the provisions of Act 55 of 2017 and Act 39 of 2018. All collective bargaining agreements for professional employees negotiated or renewed after November 6, 2017, must comply with the provisions governing suspensions as stated in Act 55, including during the period of status quo after the expiration of a contract.***

***\*The suspension provisions of a collective bargaining agreement in place prior to November 6, 2017 shall be honored until the date the collective bargaining agreement expires.***

### **Authority**

The Joint Operating Committee is responsible for maintaining appropriate numbers of administrative, professional, project and support employees to effectively manage and operate the school and its programs. This policy establishes the manner in which necessary reductions of staff shall be accomplished.[\[1\]](#)[\[2\]](#)

In the exercise of its authority to reduce staff through suspensions (furloughs) and elimination of positions, the Joint Operating Committee shall give primary consideration to the staffing needs of the school, the effect upon the educational program and the financial stability of the school, and shall ensure compliance with law, regulations, collective bargaining agreements, individual contracts and Joint Operating Committee resolutions.[\[1\]](#)[\[3\]](#)[\[4\]](#)

The Joint Operating Committee shall not prevent any professional employee from engaging in another occupation during the period of suspension.[\[4\]](#)

Nothing in this policy shall be construed to limit the cause for which a temporary professional employee, or any employee other than a professional employee, may be suspended.[\[4\]](#)

### **Delegation of Responsibility**

The Administrative Director shall be responsible for the continuous review of the efficiency and effectiveness of the school's organization and staffing, and shall present recommendations for reduction in staff for Joint Operating Committee consideration when such actions are deemed to be in the best interests of the school.

The Administrative Director shall consult with the school's solicitor as necessary to ensure that reduction of staff is implemented in accordance with applicable laws.[\[3\]](#)[\[4\]](#)

### **Guidelines**

#### **Employees Other Than Professional Employees and Temporary Professional Employees**

The employment status of employees other than professional employees and temporary professional employees may be terminated or temporarily suspended whenever deemed necessary in the best interests of the school, subject to limitations and procedures provided for in collective bargaining agreements, if any.

#### **Temporary Professional Employees**

The employment status of a temporary professional employee may be nonrenewed when the employee's position has been eliminated or when the conditions for which professional employees may be suspended otherwise exist, subject to limitations and procedures provided for in collective bargaining agreements, if any.

### Professional Employees

The necessary number of professional employees may be suspended for the following reasons:[3]

1. Substantial decrease in student enrollment.
2. Curtailment or alteration of the educational program as a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Pennsylvania Department of Education. Such curtailment or alteration must be recommended by the Administrative Director, agreed to by the Joint Operating Committee, and approved by the Pennsylvania Department of Education. If not prevented by an existing or future provision of a collective bargaining agreement or employment contract, such a suspension may be effectuated without approval of the Pennsylvania Department of Education provided that, where an educational program is altered or curtailed, the school shall notify the Pennsylvania Department of Education of such action.
3. Consolidation of schools, whether within the school, through a merger, or as a result of Joint Board agreements, when such consolidation makes it unnecessary to retain the full staff of professional employees.
4. Economic reasons that require a reduction in professional employees.

The school shall be prohibited from using an employee's compensation in any suspension determination. An Administrative Director knowingly in violation of this prohibition shall have a letter from the Secretary of Education placed in his/her permanent employee record.

### *Economic Suspension Requirements -*

The Joint Operating Committee may suspend professional employees for economic reasons if all of the following apply:[3]

1. The Joint Operating Committee approves the proposed suspensions by a majority vote of all Joint Operating Committee members at a public meeting.
2. No later than sixty (60) days prior to the adoption of the final budget, the Joint Operating Committee adopts a resolution of intent to suspend professional employees in the following fiscal year, setting forth:
  - a. The economic conditions necessitating the proposed suspensions and how the economic conditions will be alleviated by the proposed suspensions, including:
    - i. The total cost savings expected from the proposed suspensions.
    - ii. A description of other cost-saving actions taken by the Joint Operating Committee, if any.
    - iii. The projected school expenditures for the following fiscal year with and without the proposed suspensions.
    - iv. The projected total school revenues for the following fiscal year.
  - b. The number and percentage of employees to be suspended who are:

- i. Professional employees assigned to provide instruction directly to students.
  - ii. Administrative staff.
  - iii. Professional employees who are not assigned to provide instruction directly to students and who are not administrative staff.
- c. The impact of the proposed suspensions on academic programs to be offered to students following the proposed suspensions, as well as the impact on academic programs to be offered to students if the proposed suspensions are not undertaken, compared to the current school year, and the actions if any, that will be taken to minimize the impact on student achievement.

*Professional Employees Assigned to Provide Instruction Directly to Students -*

Suspensions, due to economic reasons, of professional employees assigned to provide instruction directly to students may be approved by the Joint Operating Committee only if the Joint Operating Committee also suspends at least an equal percentage proportion of administrative staff, except when all of the following apply:[3]

1. The Secretary of Education determines that the school's operations are already sufficiently streamlined or that the suspension of administrative staff would cause harm to the school stability and student programs.
2. The Secretary of Education submits the determination to the State Board of Education.
3. The State Board of Education approves the determination by a majority of its members. The Joint Operating Committee may choose to exempt from this requirement any five (5) administrative positions, one of which shall be the Business Manager or another staff member with the primary responsibility of managing the school's business operation.[3]

Order of Suspensions

Data necessary for computation of each professional employee's performance rating and seniority status shall be recorded and maintained to ensure compliance with the required order for suspensions. [5][6]

*Performance Evaluation Rating -*

Professional employees shall be suspended, within the area of certification required by law for the professional employee's current position, in the following order based on the two (2) most recent annual performance evaluations:[4][5][6]

1. Consecutive unsatisfactory ratings.
2. One (1) unsatisfactory rating and one (1) satisfactory rating.
3. Consecutive satisfactory ratings which are either consecutive ratings of proficient, or a combination of one (1) proficient or distinguished rating and one (1) needs improvement rating.
4. Consecutive satisfactory ratings which are consecutive distinguished, or a combination of one (1) rating of proficient and one (1) rating of distinguished.

*Seniority -*

When the number of professional employees within each certification area receiving the same performance ratings is greater than the number of suspensions, professional employees with the least seniority within each certification area shall be suspended before employees with greater seniority having the same performance rating.[4]

In addition, professional employees shall be realigned to ensure that employees with more seniority have the opportunity to fill other positions within the school for which they are certificated and which

are currently filled by less senior employees with the same or lower overall performance ratings.

Seniority shall continue to accrue during a suspension and all approved leaves of absence.[\[4\]](#)

When there is or has been a consolidation of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization or consolidation.[\[4\]](#)

### Reinstatement

Suspended professional employees, or professional employees demoted for reasons of this policy, shall be reinstated within the area of certification required by law for the vacancy being filled in the school, in the inverse order by which they were suspended and on the basis of their seniority within the school.[\[4\]](#)

No new appointment shall be made while there is a suspended or demoted professional employee available who is properly certificated to fill such vacancy.[\[4\]](#)

Positions from which professional employees are on approved leaves of absence shall be considered temporary vacancies.[\[4\]](#)

To be considered available, suspended professional employees shall annually report in writing to the Joint Operating Committee their current address and intent to accept the same or similar position when offered.[\[4\]](#)

A suspended professional employee enrolled in a college program during a period of suspension and who is recalled shall be given the option of delaying a return to service until the end of the current semester.[\[4\]](#)

### Local Agency Law Hearings

The decision to suspend a professional employee shall be considered an adjudication for the purposes of the Local Agency Law, and a professional employee subject to such a decision shall have the right to a Local Agency Law hearing before the Joint Operating Committee, if a hearing is requested within ten (10) days after being notified of suspension.[\[4\]](#)[\[7\]](#)

A decision to nonrenew the employment of a temporary professional employee whose position has been eliminated or who is being nonrenewed for reasons for which professional employees may be suspended, shall be considered an adjudication for purposes of the Local Agency Law, and the employee shall be entitled to a Local Agency Law hearing, if a hearing is requested within ten (10) days after being notified of the decision to nonrenew.[\[7\]](#)

### Legal

1. 24 P.S. 1850.1
2. 22 PA Code 4.4
3. 24 P.S. 1124
4. 24 P.S. 1125.1
5. 24 P.S. 1123
6. Pol. 313
7. 2 Pa. C.S.A. 551 et seq
- 24 P.S. 524



Book	Policy Manual
Section	300 Employees
Title	Evaluation of Administrative Director
Code	312
Status	First Reading

### **Authority**

**Regular, periodic evaluation of the Administrative Director's performance is a Joint Operating Committee responsibility. In carrying out this responsibility, the Joint Operating Committee recognizes that the Administrative Director is entitled to such a review in an objective and straightforward manner so that leadership of the school may be as effective as possible.**

**The Joint Operating Committee shall evaluate the performance of the Administrative Director annually and at any time such action is prudent.**

**Prior to the beginning of the period under evaluation, the Joint Operating Committee and Administrative Director shall agree upon the criteria to be used for evaluation purposes.**

**Evaluation criteria may include any of the following:**

1. Administrative **Director's self-evaluation.**
2. **Objectives/Goals agreed upon annually by the Joint Operating Committee and Administrative Director.**
3. **Working relationship between the Joint Operating Committee and the Administrative Director.**
4. Administrative **Director's relationship with staff, students and community.**
5. Evaluation interviews between the Joint Operating Committee and Administrative Director during which no other business is discussed.
6. **Consideration of objective data** regarding student achievement, student test scores, program development, business management and property maintenance, and employee grievances.

**As an outcome of the Administrative Director's evaluation, the Joint Operating Committee should:**

1. **Recognize strengths and assist the Administrative Director in capitalizing on them.**
2. **Identify weaknesses and establish a course of action that will assist the Administrative Director in improving performance in these areas.**
3. **Establish specific objectives to advance the school toward its goals.**
4. Determine the necessity of any action regarding the employment of the Administrative Director.

[1]

Book	Policy Manual
Section	300 Employees
Title	Evaluation of Employees
Code	313 - NEW
Status	First Reading

### **Purpose**

Evaluation is a continuing process in which the administrative, professional, project and support employees and the respective supervisors cooperatively identify strengths and weaknesses in an individual's job performance. Employee evaluations shall be used to assess and improve performance, encourage professional growth, promote positive behavior, and facilitate attainment of the school's goals and objectives.

### **Authority**

The Joint Operating Committee shall approve plans for regular, periodic evaluations of administrative, professional, project and support employees consistent with applicable compensation plans, individual contracts, collective bargaining agreements, Joint Operating Committee resolutions and state law and regulations.[\[1\]\[2\]\[3\]\[4\]](#)

The Joint Operating Committee shall be informed periodically about the results of evaluations.

### **Delegation of Responsibility**

The Administrative Director or designee shall develop plans for the evaluation of school employees to be submitted for Joint Operating Committee approval.

The Joint Operating Committee authorizes the Administrative Director to develop a Differentiated Supervision model for professional employees in accordance with Pennsylvania Department of Education's guidelines and in consultation with assistant administrators, supervisors, and/or principals.

The Administrative Director shall ensure that evaluation plans are reviewed periodically and updated as necessary.

Evaluations shall be performed by the Administrative Director or by an assistant administrator, a supervisor, or a principal who has supervision over the work of the employee being evaluated and is designated by the Administrative Director to perform the evaluation.

### **Guidelines**

The evaluation plan for professional employees and temporary professional employees shall utilize the appropriate state-approved rating form or an alternative rating tool approved by the Joint Operating Committee and the Pennsylvania Department of Education.[\[1\]\[2\]\[4\]](#)

Professional employees are required to be evaluated at least once each year. Temporary professional employees shall be evaluated by an appropriate supervisor and notified of individual progress and status at least twice each year.[\[1\]\[2\]](#)

Professional employees and temporary professional employees shall receive an overall performance rating of one (1) of the following:



1. Distinguished – shall be considered satisfactory.

2. Proficient – shall be considered satisfactory.

3. Needs improvement – shall be considered satisfactory, except that any subsequent overall rating of “needs improvement” issued by the school within ten (10) years of the first overall rating of “needs improvement” where the employee is in the same certification shall be considered unsatisfactory.

4. Failing – shall be considered unsatisfactory.

No professional employee or temporary professional employee shall be rated “needs improvement” or “failing” solely based upon student test scores.

No unsatisfactory rating shall be valid unless approved by the Administrative Director.

A signed copy of the rating form shall be provided to the employee.

Professional employees and temporary professional employees who receive an overall performance rating of “needs improvement” or “failing” shall participate in a Performance Improvement Plan.

Legal

1. 24 P.S. 1108

2. 24 P.S. 1123

3. 24 P.S. 1850.1

4. 22 PA Code 19.1

24 P.S. 1122

Book	Policy Manual
Section	300 Employees
Title	Physical Examination
Code	314
Status	First Reading

### **Purpose**

**In order to certify the fitness of administrative, professional, project and support employees to discharge efficiently the duties they will be performing and to protect the health of students and staff, the Joint Operating Committee shall require physical examinations of all employees prior to beginning employment** and may require health monitoring to prevent the **transmission of communicable diseases** in the school setting.

### **Definitions**

A **physical examination**, for purposes of this policy, **shall mean a general examination by a licensed physician, certified registered nurse practitioner or a licensed physician assistant.**

**Health monitoring**, for purposes of this policy, shall mean screening or monitoring an employee for specific symptoms that may indicate the presence of a communicable disease, in accordance with guidance from state and local health officials.

### **Authority**

**After receiving an offer of employment but prior to beginning employment, all candidates shall undergo physical examinations, as required by law** and as the Joint Operating Committee may require.[\[1\]\[2\]\[3\]](#)

**The Joint Operating Committee requires that all employees undergo a tuberculosis examination provided by the school upon initial employment, in accordance with regulations of the PA Department of Health.**[\[1\]\[4\]](#)

**The Joint Operating Committee may require an employee to undergo a physical examination at the Joint Operating Committee's request.**[\[1\]](#)

An employee who presents a signed statement that a physical examination is contrary to the employee's religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that certain conditions would present a substantial menace to the health of others in contact with the employee if the employee is not examined for those conditions.[\[5\]\[6\]](#)

### **Guidelines**

#### **Health Monitoring and Communicable Diseases**

The school may require employees to participate in health monitoring by designated staff to check for signs and symptoms of communicable diseases in accordance with guidance issued by state and local health officials and the Joint Operating Committee-approved health and safety plan. An employee may request an alternative method of monitoring as a religious accommodation, and designated school staff shall assess and respond to such request in accordance with applicable law, regulations and Joint

Operating Committee policy. A request for an accommodation that would unreasonably impair workplace safety or cause undue hardship will not be granted.[7]

An employee with a health condition that may render a monitoring method ineffective should notify designated staff so that alternative or supplemental methods may be considered.[7]

Employees exhibiting symptoms that indicate health concerns shall be referred to the school nurse or designated staff for further assessment, and may be excluded from school facilities in accordance with regulations of the PA Department of Health or guidance from state or local health officials for specified diseases and infectious conditions. Employees may return to school facilities when the criteria for readmission following a communicable disease have been met, in accordance with law, regulations or guidance from state or local health officials.[8][9][10][11]

### **Delegation of Responsibility**

**The results of all required physical examinations shall be made known to the Administrative Director on a confidential basis and discussed with the employee.**

**Medical records** and other health information of an employee **shall be** maintained confidentially and **kept in a file separate from the employee's personnel file.**[3][12]

#### Legal

1. 24 P.S. 1418
2. 28 PA Code 23.43
3. 42 U.S.C. 12112
4. 28 PA Code 23.44
5. 24 P.S. 1419
6. 28 PA Code 23.45
7. Pol. 104
8. 28 PA Code 27.71
9. 28 PA Code 27.72
10. Pol. 334
11. Pol. 335
12. 42 U.S.C. 2000ff et seq
- 24 P.S. 1416
- 42 U.S.C. 12101 et seq

U.S. Equal Employment Opportunity Commission – Guidance on COVID-19, ADA, Rehabilitation Act and Other Equal Employment Opportunity Laws

U.S. Equal Employment Opportunity Commission – Questions and Answers on Religious Discrimination in the Workplace

Book	Policy Manual
Section	300 Employees
Title	HIV Infection
Code	314.1
Status	First Reading

### **Purpose**

**The Joint Operating Committee is committed to providing a safe, healthy environment for its students and employees and adopts this policy to safeguard the health and well-being of students and employees while protecting the rights of the individual. This policy shall apply to all administrative, professional, project and support staff employed by the school.**

### **Definitions**

**AIDS - Acquired Immune Deficiency Syndrome.**[\[1\]](#)

**HIV Infection - refers to the disease caused by the HIV or human immunodeficiency virus.**

**Infected employee - refers to employees diagnosed as having the HIV virus, including those who are asymptomatic.**

### **Authority**

**The Joint Operating Committee directs that the established Joint Operating Committee policies and administrative regulations relative to illnesses among employees shall also apply to infected employees.**[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

**The Joint Operating Committee shall not require routine screening tests for HIV Infection in the school setting, nor will such tests be a condition for employment.**

### **Delegation of Responsibility**

**The Administrative Director or designee shall be responsible for developing and releasing information concerning infected employees.**

**All employees shall maintain a respectful working climate and shall not participate in physical or verbal harassment of any individual or group, including infected employees.**[\[6\]](#)

**Building administrators shall notify employees, students and parents/guardians about current Joint Operating Committee policies concerning HIV Infection and shall provide reasonable opportunities to discuss the policy and related concerns.**

**Infected employees whose employment is interrupted or terminated shall be entitled to available medical leave and medical disability benefits. Such employees shall be informed by the appropriate administrator of benefits, leave, and alternatives available to them through state and federal laws, Joint Operating Committee policies, collective bargaining agreements, individual contracts and the retirement system.**[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

### **Guidelines**

## **Confidentiality**

Employees with knowledge of an infected employee's condition shall not disclose that information without prior written consent of the employee, consistent with the requirements of the Pennsylvania Confidentiality of HIV-Related Information Act.[\[Z\]](#)

## **Infection Control**

**Universal precautions shall be followed for exposure to bodily fluids. Employees shall treat all body fluids as hazardous and follow universal precautions.**

**The school shall maintain and keep reasonably accessible all equipment and supplies necessary for infection control.**

**Employees shall notify the Administrative Director or designee of all incidents of exposure to bodily fluids.**

## **Staff Development**

The school shall provide opportunities for employees to participate in inservice education on HIV Infection.

**Designated employees may receive additional, specialized training appropriate to their positions and responsibilities.**

Legal

1. 35 P.S. 7603
2. 24 P.S. 1850.1
3. Pol. 334
4. Pol. 335
5. Pol. 339
6. Pol. 104
7. 35 P.S. 7607
- 35 P.S. 7601 et seq

Book	Policy Manual
Section	300 Employees
Title	Conduct/Disciplinary Procedures
Code	317
Status	First Reading

### **Authority**

All administrative, professional and support employees are expected to conduct themselves in a manner consistent with appropriate and orderly behavior. **Effective operation of the school requires the cooperation of all employees working together and complying with a system of** Joint Operating Committee **policies, administrative regulations, rules and procedures, applied fairly and consistently.**

The Joint Operating Committee requires employees to maintain professional, moral and ethical relationships with students at all times.[\[1\]](#)[\[2\]](#)

**The Joint Operating Committee directs that all employees shall be informed of** conduct that is required and is prohibited during work hours and the **disciplinary actions that may be applied for violation of** Joint Operating Committee **policies, administrative regulations, rules and procedures.** [\[3\]](#)

**When demotion or dismissal charges are filed against a** certificated **administrative or professional employee, a hearing shall be provided as required by** applicable law. Noncertificated administrative, **project** and support **employees may be entitled to a Local Agency Law hearing, at the employee's request.**[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

### **Delegation of Responsibility**

All employees shall comply with state and federal laws and regulations, Joint Operating Committee policies, administrative regulations, rules and procedures. School employees shall endeavor to maintain order, perform assigned job functions and carry out directives issued by supervisors.[\[3\]](#)

When engaged in assigned duties, employees shall not participate in activities that include but are not limited to the following:

1. Physical or verbal abuse, or threat of harm, to anyone.
2. Nonprofessional relationships with students.[\[2\]](#)
3. Causing intentional damage to school property, facilities or equipment.
4. Forceful or unauthorized entry to or occupation of school facilities, buildings or grounds.
5. Use, possession, distribution, or sale of alcohol, drugs or other illegal substances.[\[12\]](#)
6. Use of profane or abusive language.
7. Breach of confidential information.
8. Failure to comply with directives of school officials, security officers, or law enforcement officers.  
[\[5\]](#)

9. Carrying onto or possessing a weapon on school grounds without authorization from the appropriate school administrator.
10. Violation of Joint Operating Committee policies, administrative regulations, rules or procedures.[\[5\]](#)
11. Violation of federal, state, or applicable municipal laws or regulations.[\[5\]](#)
12. Conduct that may obstruct, disrupt, or interfere with teaching, research, service, operations, administrative or disciplinary functions of the school, or any activity sponsored or approved by the Joint Operating Committee.

**The Administrative Director or designee shall develop and disseminate disciplinary rules for violations of Joint Operating Committee policies, administrative regulations, rules and procedures that provide progressive penalties,** including but not limited to verbal warning, written warning, reprimand, suspension, demotion, dismissal and/or pursuit of civil and criminal sanctions.[\[5\]](#)  
[\[13\]](#)

#### Arrest or Conviction Reporting Requirements

Employees shall use the designated form to report to the Administrative Director or designee, within seventy-two (72) hours of the occurrence, an arrest or conviction required to be reported by law.[\[14\]](#)  
[\[15\]](#)

Employees shall also report to the Administrative Director or designee, in writing, 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.[\[16\]](#)

An employee shall be required to submit a new criminal history background check report if the Administrative Director or designee has a reasonable belief that the employee was arrested or has been convicted of an offense required to be reported by law, and the employee has not notified the Administrative Director or designee.[\[14\]](#)

An employee shall be required immediately to submit a new child abuse history certification if the Administrative Director or designee has a reasonable belief that the employee was named as a perpetrator in a founded or indicated report or has provided written notice of such occurrence.[\[16\]](#)

Failure to accurately report such arrests and convictions may subject the employee to disciplinary action up to and including termination and criminal prosecution.[\[14\]](#)[\[16\]](#)

## Legal

1. 22 PA Code 235.10
2. Pol. 824
3. 24 P.S. 1850.1
4. 24 P.S. 1121
5. 24 P.S. 1122
6. 24 P.S. 1126
7. 24 P.S. 1127
8. 24 P.S. 1128
9. 24 P.S. 1129
10. 24 P.S. 1130
11. 2 Pa. C.S.A. 551 et seq
12. Pol. 351
13. 24 P.S. 1151
14. 24 P.S. 111
15. 24 P.S. 2070.9a
16. 23 Pa. C.S.A. 6344.3
- 22 PA Code 235.1 et seq
- 24 P.S. 2070.1a et seq
- 23 Pa. C.S.A. 6301 et seq



**FIELD TRIP REQUEST FORM**

Return completed form to the Director's Office. **All Field Trips require J.O.C. approval.**  
Request form must be submitted four (4) weeks prior to the event.

Today's Date: 02/25/22 Date of Trip: 04/06- 04/08 Instructor making request: Sandra Brower

Destination: SkillsUSA State Conference

Destination address: 325 University Drive, Hershey PA 17033

Destination Telephone # and Contact Person: (717)534-8696 Michele Maxwell

Names of Chaperones:

Substitute Needed?

No. students participating:

Sandra Brower

☐ Yes ☒ No

Session: ☐ A.M. ☐ P.M. ☒ Both

Troy Madden

☒ Yes ☐ No

David Ayres

☒ Yes ☐ No

Leave 8:00am 4/06 Return 1:30pm 04/08

Transportation: ☐ School Van ☒ School Bus ☐ Chartered Bus ☐ Airline

Describe how students are selected for participation:

SkillsUSA State conference student participates are selected because they won gold at their district two competitions or are participating in direct to states competitions. We also have a student who is running for a SkillsUSA state officer position for the 2022/2023 school year. Student delegates were selected through an application process and must be underclassmen.

Please Provide a detailed description of the trip including its purpose, relevance to your curriculum and the expected outcomes for the students.

The purpose of this trip is for students to compete at the state level against other career and technical education students in events related to their program of study. Students participation in SkillsUSA State conference has a positive and lasting impact on their lives by helping them develop leadership, workplace, technical and personal skills. Students will competitors and delegates will be able to share their experiences with their classmates and help to enhance SkillsUSA at CMTHS for years to come.

Source of Funding:

Budgeted General Funds \$ 8,988.50

Youth Club Fund Raising \$

Grant \$

Individual Class Account \$

Sandra Brower  
Instructor's  
Signature

Supervisor's Signature

[Signature]  
Director's Signature

J.O.C. Approval Date

Permission Slips Given to Instructor:

Date:

Date Returned:

Bus: Metz

Date Ordered:

2-28-22

Contact Person: Michele

Cost: \$900.00



March 1, 2022

**Personal & Confidential**

TAMARA DARDEN  
CENTRAL MONTCO TECHNICAL HIGH SCHOOL  
821 PLYMOUTH RD  
PLYMOUTH MEETING, PA 19462-2575

Job Order Number: 03710-0012156809

Dear Tamara,

Thank you for selecting Robert Half to meet your talent solutions needs. Linda Palmarozza is scheduled to start with Central Montco Technical High School as an Accounting Assistant on 03-01-2022. As agreed, we will invoice your firm at the rate of \$28.80 per hour. Overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Assignment and Terms of Payment.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half  
460 E Swedesford Road  
Suite 3020  
Wayne, PA 19087  
(800) 803-8367

## GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

<b>Scope of Assignment</b>	<p>Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. Unless otherwise agreed to in writing by <i>Robert Half</i>, you will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional.</p> <p>Since <i>Robert Half</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Robert Half</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Robert Half</i> on any document or to sign their own names on financial statements or tax returns.</p>
<b>Client's Responsibility</b>	<p><b>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Robert Half</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.</b></p> <p><b>Cash Handling and Other Financial Transactions and Activities:</b> If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.</p> <p><b>Workplace Safety:</b> It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments.</p> <p><b>Government Contracts:</b> If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional.</p> <p><b>Operation of Vehicles and Equipment:</b> It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p><b>Claims:</b> It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
<b>Remote Work</b>	<p>You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or <i>Robert Half</i> (collectively, the "Equipment"). In such case, you acknowledge and agree that <i>Robert Half</i> shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.</p>

<b>Confidentiality</b>	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
<b>Limitation on Liability</b>	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
<b>Insurance</b>	<p>In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.</p>
<b>No Contrary Agreements</b>	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 03710-0012156809

Date: 03-01-2022

## TERMS OF PAYMENT

Thank you for your confidence in *Robert Half*. Our professional for this assignment of Accounting Assistant is Linda Palmarozza. The assignment will start on 03-01-2022. As agreed or otherwise communicated, we will invoice your firm at the rate of \$28.80 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Robert Half* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

<b>Guarantee</b>	<i>Robert Half</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, <i>Robert Half</i> will not charge for the first eight hours of work by the professional, provided that <i>Robert Half</i> is allowed to replace the professional. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional is satisfactory.
<b>Time Report</b>	Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. Because <i>Robert Half</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
<b>Overtime</b>	Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
<b>Hiring the Person Referred to You</b>	<p>After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
<b>Employment Taxes and Withholdings</b>	<i>Robert Half</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
<b>General Conditions</b>	<p><i>Robert Half</i> may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. <i>Robert Half</i> may also increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the technology fees and/or increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half</i> specifies.</p> <p>A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.</p>

Job Order: 03710-0012156809

Date: 03-01-2022

# ENRICO F. MAZZA

## EDUCATION

**West Chester University | College of Science and Mathematics**

*Bachelor of Science in Computer Science*

*Certificate in Computer Security*

**West Chester, PA**

*May 2022*

Major GPA: 3.14

## WORK EXPERIENCE

**Treehouse World**

*IT Technician Intern*

**West Chester, PA**

*July 2021 – Present*

- Independent developer working with android studio to create an application to move the daily park activity inspection forms from paper to fully digitalized to maximize efficiency and automation
- Provide routine maintenance for all technological issues with POS systems, printers, and internet park-wide

*Supervisor*

*May 2021 - Present*

- Optimize client experience by supervising 25 employees and managing all day-to-day business operations
- Maximize company efficiency by ensuring all opening, operating, and closing procedures are executed
- Resolve guest and staff issues to ensure safe and enjoyable experiences for all employees and customers
- Tailor product offerings to entertain over 600 customers daily and managed events up to 200 people
- Adapt to changing roles and responsibilities as needed while the company progressed and grew

*Adventure Staff*

*April 2020 – May 2021*

- Operated six different adventure rides throughout the park daily while following all safety procedures
- Assured customer safety on every ride by following safety procedures as outlined in each ride manual
- Built a positive and safe environment and created great experiences for all customers in the park

## CAMPUS INVOLVEMENT

**Delta Chi Fraternity**

*Director of Social Activities*

**West Chester, PA**

*December 2021-Present*

- Plan and organize mixers and other similar events with other Greek organizations and clubs on campus
- Contact and work with different venues to set up and organize the Spring 2022 Delta Chi formal

*Vice President*

*September 2021 – December 2021*

- Executed chapter management procedures and planned and oversaw executive committee meetings
- Held chairmen on the executive committee accountable to achieve their tangible plans and goals
- Submitted weekly officer and committee reports at executive committee meetings

*Brotherhood Chair*

*September 2021 - December 2021*

- Responsible for organizing all fraternity events for brothers and any accompanying guests
- Strengthen the bond between the brotherhood by planning various events throughout the semester

*Fundraising & Scholarship Chair*

*January 2021 – May 2021*

- Promoted fundraising for the Jimmy V Foundation other philanthropies while raising over \$4,000
- Tracked and logged all brothers' GPA status, ensuring each brother maintains a cumulative of 2.7 or higher
- Created study groups to allow brothers to help brothers keep good academic standing during the semester

## HONORS & AWARDS

Dean's List: Spring 2020 & Spring 2021

Eagle Scout: Highest rank in Scouts BSA (Boy Scouts of America) (May 2018)

Test Out Network Pro Certification (May 2017) Nationally Ranked top 30% test score

Test Out PC Pro Certification (May 2016)

## RELEVANT COURSEWORK

Data Structures & Algorithms, Computer Security & Ethics, Software Engineering, Network & System Administration, Digital Image Processing

## SKILLS

Java, Windows 10, macOS, Cat5e Cable Configuration, PC troubleshooting, Wireless Networking, IP Configuration, Network Management & Security, Cisco Routing & Switching