

# **Regular Meeting of the Cumberland Valley School District Board of School Directors**

Monday, October 5, 2026 7:00 PM

District Office Board Room, 6746 Carlisle Pike, Mechanicsburg, PA 17050

## **1. Call to Order, Work Session - Michelle Nestor, President**

1.A. Pledge of Allegiance

1.B. Roll Call - Kathleen Milone, Board Secretary

1.C. President's Report & Announcements

## **2. Committee Reports**

## **3. Informational Reports**

3.A. CVEA Report - Mario de La Barrera, CVEA  
President

3.B. Cumberland Valley High School Student School  
Board Representative Reports

**4. Presentation: Crabtree Rohrbaugh & Associates  
Capacity Study – Anthony Colestock,  
Principal/Senior Project Manager**

## **5. Administrative Discussion Items**

5.A. Discussion of consent to Eckert Seamans  
representation of co-defendants in litigation  
matter "John Doe 1, et al. v. Cumberland Valley  
School District, et al.." pending in U.S.  
District Court for the Middle District of  
Pennsylvania at Case No. 1:24-cv-01919-JPW

5.B. Amended Articles of Agreement for the  
Cumberland Perry Area Career and Technical Center  
effective April 17, 2023 to April 16, 2033.

5.C.  
Administration recommends adoption of Policy 306  
Employment of Summer School Staff and the  
Retirement of Policy 406 Employment of Summer  
School Staff. (Second Read) - Dr. Blanchard

5.D. Administration recommends adoption of Policy  
314.1 HIV Infection and retirement of Policies  
314.1, 414.1 and 514.1 HIV-Aids. (Second Read) -  
Dr. Blanchard

5.E. Administration recommends adoption of Policy  
709 Building Security (Second Read). - Dr.  
Blanchard

5.F. Administration recommends adoption of Policy  
716 Integrated Pest Management. (Second Read). -  
Dr. Blanchard

5.G. Administration recommends revisions to Policy  
912.1 Research Involving District Students and  
Staff. (Second Read.) - Dr. Blanchard

5.H. Administration recommends approval of the following overnight field trips as listed - Dr. Chad Runkle

**6. Public Comment - Michelle Nestor, Board President**

6.A. Motion to recess to an executive session to discuss matters of board governance and possibly a personnel matter.

6.B. Reconvening of the School Board Meeting following Executive Session.

6.C. Motion to add to the agenda the approval of the Silver Spring Township request for facilities use under Category B instead of Category C for the Silver Spring Summer Camp Program, as discussed during this evening's Policy Committee and Facility Committee meetings.

6.D. Resumption of Public Comment Period

**7. Board Discussion Items**

7.A. Board discussion of 2027 PSBA Leadership Slate of Candidates

7.B. 2026-2027 PSBA Leadership Slate of Candidates

**8. Adjourn Work Session - Michelle Nestor, Board President**

**9. Call to Order, Regular Board Meeting - Michelle Nestor, Board President**

9.A. President's Procedural Statement: For each motion voted upon by the board, board members' votes will be recorded in the affirmative unless a board member votes in the negative or abstains from voting. - Michelle Nestor

**10. Approval of the Agenda**

**11. Approval of the Minutes - Michelle Nestor, Board President**

**12. Action Items**

12.A. Motion to consent to Eckert Seamans representation of co-defendants in litigation matter "John Doe 1, et al. v. Cumberland Valley School District, et al.." pending in U.S. District Court for the Middle District of Pennsylvania at Case No. 1:24-cv-01919-JPW

12.B. Motion to approve the 2027 PSBA Leadership Slate of Candidates as listed.

2027 President-Elect (one-year term) - Matt Vannoy, Sharon City School District  
2027 Vice President (one-year term) - Kristy Bolte, Northwestern School District

2027- 2029 PSBA Treasurer (three-year term) –  
David Hein, Parkland School District  
PSBA Insurance Trustees (three-year term) –  
Marianne L. Neel and Dr. Michael Faccinetto

12.C. Administration recommends approval of the following overnight field trips as listed – Dr. Chad Runkle

12.D. Motion to approve the Amended Articles of Agreement for the Cumberland Perry Area Career and Technical Center Effective April 17, 2023 to April 16, 2033.

12.E. Administration recommends approval of the Silver Spring Township request for facilities use for the Camp Silver Spring Summer Program with fees charged according to Policy 707 Category B.  
– Michael Sokolas

### **13. Personnel Actions**

13.A. Administration recommends approval of the following Consent Agenda items. – Tim Cohen

13.B. Administration recommends approval of the following for employment (employment is contingent upon receipt of all necessary clearances and verification forms) – Tim Cohen

13.C. Administration recommends approval of the following Academic Extra Duty Contracts for the 2026-2027 school year. – Tim Cohen

**14. Superintendent's Report – Dr. Blanchard, Superintendent**

**15. Other Business – Michelle Nestor, Board President**

**16. Adjourn Regular Board Meeting – Michelle Nestor, President**

### **17. Informational Items**

17.A. The Redistribution Committee of the School Board of Directors will hold a public meeting at **7:00 p.m. on Monday, October 26, 2026**, in the auditorium at the Ninth Grade Academy ("CV9") located at 451 Skyport Road, Mechanicsburg, PA, to share the recommended plan for the adjustment elementary and middle school attendance boundaries effective at the start of the 2027-2028 school year. Residents and taxpayers will have an opportunity to make public comment at the public meeting.

17.B. 2026-2027 Regular Meetings of the Board of School Directors

ARTICLES OF AGREEMENT  
FOR THE  
CUMBERLAND PERRY  
AREA CAREER AND  
TECHNICAL CENTER  
EFFECTIVE

April 17, 2023

TO

April 16, 2033

## Table of Contents

|                                                          |    |
|----------------------------------------------------------|----|
| Addition of New Members .....                            | 6  |
| Administrative Director .....                            | 13 |
| Amendment.....                                           | 13 |
| Authority Financing and Leases .....                     | 13 |
| Benefits and Privileges .....                            | 6  |
| Budget Approval.....                                     | 10 |
| Capital Reserve Fund.....                                | 10 |
| Chief School Administrator.....                          | 13 |
| Definitions.....                                         | 5  |
| Designation of Funds.....                                | 11 |
| Dissolution .....                                        | 4  |
| Effective Date and Term.....                             | 4  |
| Establishment, Name, and Purpose.....                    | 4  |
| Expenses .....                                           | 9  |
| JOC, Responsibility, Membership, Selection and Term..... | 7  |
| JOC Officers and Terms, JOC Committee Meeting .....      | 8  |
| Local Advisory.....                                      | 9  |
| Occupational Advisory .....                              | 9  |
| Professional Advisory.....                               | 9  |
| Pupil Quotas.....                                        | 12 |
| Pupil Selection .....                                    | 12 |
| Refund of Excess Funds.....                              | 12 |
| Transportation.....                                      | 10 |
| Tuition.....                                             | 12 |
| Signatures.....                                          | 11 |
| Solicitor and Auditor.....                               | 13 |
| South Central Trust Reserve Fund.....                    | 11 |
| Subsidy Allocation.....                                  | 10 |
| Withdrawal of Member School Districts.....               | 6  |

ARTICLES OF AGREEMENT  
FOR  
ESTABLISHMENT AND OPERATION  
OF THE  
CUMBERLAND PERRY AREA CAREER AND TECHNICAL CENTER

These amended ARTICLES OF AGREEMENT are made and entered into this 17th day of April, 2023, by and among the school districts of Big Spring, Camp Hill, Cumberland Valley, East Pennsboro, Greenwood, Mechanicsburg, Newport, Northern York, South Middleton, Susquenita, Upper Adams, West Perry, and West Shore of Cumberland, Perry, York, and Adams Counties, Pennsylvania.

**WHEREAS**, the school directors of the aforesaid Member School Districts desire to provide the best possible educational opportunities for the pupils of said Member School Districts; and **WHEREAS**, it has been ascertained that definite need has been established for secondary school pupils and adults to receive vocational and technical instruction; and

**WHEREAS**, it is recognized that an area vocational-technical school can be erected, equipped, and operated more equitably and economically on a cooperative basis; and

**WHEREAS**, it has been deemed desirable to provide vocational and technical education to secondary school pupils and adults in Cumberland, Perry, Adams, and York Counties;

**WHEREAS**, the Member School Districts have determined that the original Articles of Agreement dated January 17, 1967, as amended November 25, 1968, April 28, 1997, May 24, 2000, and January 22, 2007, as amended January 23, 2007, and October 29, 2009, shall be replaced with these amended Articles of Agreement; and

**NOW, THEREFORE, IT IS AGREED** by and among the said Member School Districts as follows:

## **ARTICLE 1**

### **1.1 Establishment, Name and Purpose**

The Member Board of the aforesaid Member School Districts, acting in concert with, and known as, the Cumberland Perry Area Career and Technical Center Board, do hereby establish the Cumberland Perry Area Career and Technical Center (CTC), which is to be operated for the benefit of secondary school pupils and adults who are residents of the Member School Districts. The vocational technical programs and academic courses taught at the CTC shall be determined by the Joint Operating Committee.

### **1.2 Effective Date and Term**

These Articles shall be effective and be renewed for a term beginning the later of July 1, 2033, or after all of the Member School Districts have approved the Articles of Agreement. These Articles shall remain in effect until:

(a) Each of the Member School Districts has acted, by affirmative vote of the majority of its Member Board, to terminate these Articles or;

(b) Ten (10) fiscal years have been completed since the effective date of the Articles and;

(c) These Articles are renewed for successive terms of ten years, which shall commence on the first day of the fiscal year following the last day of the initial term or succeeding terms. This clause will not be effective if any Member School District requests in writing to the Joint Operating Committee at least two fiscal years prior to the end of the initial term or any succeeding term that the Articles be terminated. If any Member School District so requests that the Articles be terminated, they will expire on the last day of the final fiscal year of the term. Even upon termination of the Articles, each Member School District shall continue to be obligated to pay its share of any unpaid indebtedness.

### **1.3 Definitions**

For the purpose of this agreement, the following definitions shall be used in the interpretation of this agreement:

(a) "Member School District" shall mean a school district whose board members have authorized the district, by resolution approved by a majority vote of the school directors, to become a party to this agreement.

(b) "Area Career and Technical Board" shall mean the several boards of school directors of all the member districts acting jointly.

(c) "Joint Operating Committee" shall mean the committee elected from among the member school boards to administer, supervise, and operate the CTC.

(d) "Long Term Indebtedness" shall mean all obligations of the CTC that are due and owing beyond the current fiscal year of the CTC.

(e) "Member Board" shall mean any Board of School Directors of the respective school districts that is a party to this agreement.

(f) "Quota" shall mean the number of resident students a member school district shall be entitled to send to the Cumberland Perry Area Career and Technical Center in any one year.

(g) "CTC" shall mean the Cumberland Perry Area Career and Technical Center.

## **ARTICLE 2**

### **2.1 Benefits and Privileges**

The Member School Districts that are parties to this agreement for the operation of the CTC shall be entitled to all benefits and privileges and subject to the state and federal laws governing the provision of career and technical education.

### **2.2 Addition of New Members**

School districts that are not Member School Districts at the time of the execution of this agreement, and that later elect to participate, may become parties to this agreement and thereupon become Member School Districts, upon the approval of Member School Districts, subject to such terms and conditions as the then Member School Districts shall determine. Such terms and conditions shall include, but not be limited to, the amount that such new district shall contribute to the cost for operation of the School and the amount it shall pay on account of capital obligations and Long Term Indebtedness.

### **2.3 Withdrawal of Member School Districts**

No Member School District may withdraw from the Articles of Agreement without the consent of each Member School District.

Notice of intention to withdraw must be given by a Member School District at least two (2) fiscal years prior to its planned withdrawal.

Any unpaid indebtedness incurred during its period of membership must continue to be paid by a withdrawing Member School District.

All capital assets which were purchased by a withdrawing Member School District shall be deemed abandoned in favor of the remaining Member School Districts at the time of withdrawal.

## **2.4 Dissolution**

In the event of the dissolution of the School by the Member Boards or by the PA Department of Education or otherwise, all capital assets shall be distributed among the then Member School Districts. All capital assets, including buildings, furniture, equipment, and land, shall be distributed based on a formula allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the Pupil Quota of each Member School District as of the date dissolution is approved.

## **ARTICLE 3**

### **3.1 Joint Operating Committee**

The Area Career and Technical Board delegates the affairs of operation, administration, and management of the School to the Joint Operating Committee appointed from among the directors of Member School Districts.

### **3.2 Joint Operating Committee Responsibility**

The operation, administration, and management of the CTC shall be directed by the Joint Operating Committee, which shall exercise all the rights and powers of the Area Career and Technical School Board to the extent permitted by law, unless herein specifically otherwise provided.

### **3.3 Joint Operating Committee Membership**

Each Member School District will be represented on the Joint Operating Committee by at least one director and not more than three directors, based on the Member School District's proportionate average daily membership in the CTC during the previous school year in the following manner:

| <u>Percent of ADM</u> | <u>Number of Members</u> |
|-----------------------|--------------------------|
| Below 10%             | One Member               |
| 10% to below 20%      | Two Members              |
| 20% and above         | Three Members            |

### **3.4 Joint Operating Committee Membership Selection and Term**

The Administrative Director shall inform the Member District Superintendents no later than December 1 annually of the number of Member School District board members that shall be represented on the Joint Operating Committee. The members of the Joint Operating Committee shall be appointed by the Member Boards at their annual reorganization meetings in December.

The term of appointment to the Joint Operating Committee shall begin in December and run for hold-over members until the organization meeting in December or until a successor Joint Operating Committee member is appointed. The length of term for a member of the Joint Operating Committee to represent the Member School District shall be determined by the Member Board.

### **3.5 Joint Operating Committee Officers and Terms**

The Joint Operating Committee shall hold its annual reorganization meeting in December, at which time a Chairperson and Vice Chairperson shall be elected to serve for a period of one year or until a successor is elected.

No person who is president of the Member Board represented by him/her shall serve simultaneously as Chairperson of the Joint Operating Committee nor shall the Chairperson come from the same Member School District for more than two successive terms.

At the May meeting, the Joint Operating Committee shall elect a Secretary, who shall be a non-school board member, to take office the first day of July for a four-year term.

At the May meeting, the Joint Operating Committee shall elect a Treasurer, who shall be a non-school board member, to take office the first day of July following such election and serve for a one-year term.

### **3.6 Joint Operating Committee Meeting**

The Joint Operating Committee shall meet at such time and place as may be agreed upon. A quorum shall consist of a majority of the members. The Joint Operating Committee shall act by a majority vote of the members present and voting. Any member of the Joint Operating Committee who shall be absent without valid excuse for two consecutive regular meetings may be replaced by the Member Board that he/she represents, at the request of the Joint Operating Committee. The agenda, minutes, and proceedings of all meetings shall be mailed to the members of the Joint Operating Committee and to the chief school administrators of all Member School Districts.

## **ARTICLE 4**

### **4.1 Professional Advisory Council**

A Professional Advisory Council to the School's Administrative Director shall be composed of the chief school administrator of each Member School District. The Professional Advisory Council duties shall include, but not be limited to, aspects of cooperation with Member School Districts for the purpose of making recommendations to the Joint Operating Committee and other aspects of cooperation with the Member School Districts in order that the objectives of the total educational program may be fully realized.

### **4.2 Local Advisory Committee**

The Joint Operating Committee shall appoint an advisory committee, composed of representatives of local trades, industry, business, the professions, research and educational agencies, and administrators of the Member School Districts. The Local Advisory Committee shall advise on such matters as the need for a particular program, laboratory, occupation, equipment, curriculum, labor and management coordination, business and industrial requirements, and/or selection of personnel.

### **4.3 Occupational Advisory Committee**

Occupational Advisory Committees shall be established by the Joint Operating Committee to advise on specific matters pertaining to a particular occupation or related group of occupations being taught or planned as a part of the curriculum.

The Joint Operating Committee will approve procedures to select members of the committees, to fix the duration of terms, to establish the number and size of committees, and to define their scope and purpose.

## **ARTICLE 5**

### **5.1 Expenses**

The Joint Operating Committee shall adopt, annually, a budget of such expenses deemed necessary for the proper and orderly operation of the CTC, prior to March 1<sup>st</sup>. Each Member School District shall pay the Treasurer 25% of the Member School District's estimated share of the budget on or before the tenth of July of each year, and on or before the tenth day of each third month thereafter. Expenses shall be divided among the Member School Districts in proportion to the average daily membership of students attending the CTC from each Member School District based on the average of the five local audited years immediately preceding the school year of budget preparation.

### **5.2 Budget Approval**

All operations of the CTC shall be within the limits of the adopted budget. Budget approval shall be by mail ballot or convention. Approval of each budget shall require an affirmative vote of two-thirds of the Member School Districts, provided that the vote of any Member Board shall be determined by a majority of all its members.

### **5.3 Transportation**

Each Member School District shall provide for free mandated transportation of pupils to and from the CTC, and each Member School District shall apply for and receive reimbursements on account of such transportation.

#### **5.4 Subsidy Allocations**

State subsidies allocated to each Member School District based on average daily membership at the CTC shall be applied toward each individual district's cost. If such subsidies are paid directly to the CTC by the state, the CTC shall in turn remit the subsidies received to the individual Member School Districts.

#### **5.5 Capital Reserve Fund**

The Joint Operating Committee may fund annually a Capital Reserve Fund not to exceed in any fiscal year an amount equal to ten percent (10%) of the general fund budget for the following year from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in the Capital Reserve Fund exceed ten percent (10%) of the budget for the following year, the excess funds shall be transferred to any designated fund established by the Joint Operating Committee, as provided in Section 5.7 or returned pro rata to the participating Member School Districts, provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in the Capital Reserve Fund. The monies in any Capital Reserve Fund may be expended by the CTC only for capital improvements, for replacement of and addition to improvements, and for deferred maintenance thereof, including replacement of and purchase of all furnishings and equipment. The monies in the Capital Reserve Fund shall be kept separate and apart from any other fund by the treasurer of the CTC, and the monies in the Capital Reserve Fund may be invested by the corporate authorities of the School in securities, legal for the investment of the sinking fund monies of the Capital Reserve Fund. The corporate authorities may sell any such securities and reinvest the monies in any securities or convert such securities into cash as the same may be needed for expenditure of the Capital Reserve Fund.

#### **5.6 South Central Trust Reserve Fund**

The Joint Operating Committee may establish a South Central Trust Reserve Fund and annually reserve thereto certain amounts held in the South Central Trust Risk Sharing Pool for the purpose of accounting for amounts held by the South Central Trust in excess of calculated expected medical insurance claims as prepaid expenses, as may be reasonably determined on an annual basis by the Joint

Operating Committee, in consultation with the local auditor, following generally accepted accounting principles. The monies in the South Central Reserve Fund shall be used exclusively for the purpose of funding future medical insurance claims and related liabilities of the CTC as a member of the South Central Trust Risk Sharing Pool in accordance with the terms and conditions set forth in the South Central Trust Risk Sharing Pool Indenture.

### **5.7 Designated Funds**

The Joint Operating Committee may establish and fund annually any designated fund or funds which the Joint Operating Committee deems necessary and appropriate for the purpose of funding anticipated future liabilities of the Cumberland-Perry Area Career and Technical Center. Any such designated fund or funds shall be established by resolution, approved by a majority vote of the members of the Joint Operating Committee present and voting at a duly assembled meeting of the Joint Operating Committee, which resolution shall enumerate the specific and exclusive purposes for which monies held in any such designated fund may be expended. Any such designated fund or funds established and funded by the Joint Operating Committee pursuant to Section 5.7 shall not, in the aggregate, exceed any fiscal year an amount equal to twenty percent (20%) of the budget for the following year. The Joint Operating Committee may fund any such designated fund or funds from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in any such designated fund or funds exceed, in the aggregate, twenty percent (20%) of the budget for the following year, the excess shall be transferred to the Capital Reserve Fund, as provided in Section 5.5 or returned pro rata to the participating member school districts, as provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in any such designated fund or funds. The monies in any such designated fund or funds may be expended by the CTC exclusively for the purposes identified in the resolution adopted by the Joint Operating Committee establishing said fund. The monies in any such designated fund shall be kept separate and apart from any other fund by the treasurer of the CTC and the monies in said designated fund may be invested by the corporate authorities of the CTC in securities or convert such securities into cash as the same may be needed for expenditure of the designated fund.

### **5.8 Refund of Excess Funds to the Member School Districts**

Funds remaining at the end of the school year may be transferred to the Capital Reserve Fund or any other designated fund established by the Joint Operating Committee, not to exceed the limitations established for those respective funds. Excess funds are those funds remaining beyond the funds appropriated to the Capital Reserve Fund and designated funds. Excess funds shall be returned to the Member School Districts under the same formula that the Member School Districts remitted those funds to the CTC. Refunds to the Member School Districts shall be made at the end of the school year after completion and approval of the local audit and approval of the disposition of excess funds by the joint operating committee.

## **ARTICLE 6**

### **6.1 Pupil Quotas**

Annually before January 1, the Joint Operating Committee shall determine the school capacity for the coming year and before February 1 of each year assign a Quota for each Member School District on a ratio of average daily membership of resident pupils in grades 9, 10, and 11, in each Member School District to the total average daily membership of resident pupils in grades 9, 10, and 11 of all Member School Districts. Quotas to each Member School District may be subdivided for each course or department of the CTC if the Joint Operating Committee finds it necessary to do so. Any Quota assigned to each Member School District may be adjusted by the Joint Operating Committee as the need arises.

### **6.2 Pupil Selection**

The Joint Operating Committee shall admit students to the CTC in conformity with established rules, regulations, and procedures for admission and in cooperation with Member School District school authorities. Nomination of secondary pupils to the CTC shall be the responsibility of the Member School Districts.

### **6.3 Tuition**

Whenever the Joint Operating Committee finds that all resident pupils of Member School Districts seeking enrollment at the CTC have been enrolled and

there still remains room for further enrollment in the CTC, tuition students may be enrolled in accordance with the provisions of the School Code.

## **ARTICLE 7**

### **7.1 Authority Financing and Leases**

The Member School Districts do hereby authorize the Joint Operating Committee to enter into agreements on behalf of the Member School Districts with the State Public School Building Authority, municipal authorities, political subdivision, municipal corporations, public and private agencies, quasi-public agencies, authorities, non-profit corporations, and the Federal Government and its agents and instrumentalities to buy land, build, alter, lease, equip, and operate facilities for the School. The Member School Districts do hereby agree to take all necessary steps in order to create/maintain a joint municipal authority for the purpose of financing the acquisition of suitable sites and the erection and equipping of appropriate school buildings for the conduct of the vocational technical education program.

Long Term Indebtedness that is authorized by the Joint Operating Committee on behalf of the CTC shall be paid by the Member School Districts in the year in which such obligations become due and owning with each Member School District paying its proportionate share for each year allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the current year Pupil Quota. Any Member School District that chooses to no longer be a Member School District shall still be obligated to pay its portion of Long Term Indebtedness that was outstanding at the time the Member School District terminated participation in the CTC. The ongoing payment obligation of any departing Member School District shall be calculated based on the Average Daily Membership and Pupil Quotas for the Member School District during the last year of participation in the CTC.

## **ARTICLE 8**

### **8.1 Chief School Administrator**

The Chief School Administrator of the CTC shall be appointed for a term of two years by the Joint Operating Committee. The Chief School Administrator may

be the Executive Director of the Capital Area Intermediate Unit #15 or may be the Superintendent of one of the Member School Districts.

## **8.2 Administrative Director**

The Joint Operating Committee shall employ a Vocational Administrative Director as the School Administrator. His/her duties shall be determined by, and conform to, the school laws, regulations, and policies of the Pennsylvania Department of Education and by his/her agreement with the Joint Operating Committee.

## **8.3 Solicitor and Auditor**

The Joint Operating Committee shall have authority to appoint an attorney-at law to be its solicitor and a certified public accountant to be its auditor.

# **ARTICLE 9**

## **9.1 Amendment**

No change shall be made to these Articles of Agreement without the consent of each Member School District, first obtained by the affirmative vote of the majority of the Member Board of school directors thereof.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have caused these Articles of Agreement to be signed by the respective Presidents and attested by the respective Secretaries and their corporate seals affixed, as of the day and year first herein above written.

SEAL BIG SPRING SCHOOL DISTRICT

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

President

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

SEAL CAMP HILL SCHOOL DISTRICT

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

President

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

SEAL CUMBERLAND VALLEY SCHOOL DISTRICT

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

President  
Attest: \_\_\_\_\_  
SEAL EAST PENNSBORO SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL GREENWOOD SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL MECHANICSBURG AREA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
15  
SEAL NEWPORT SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL NORTHERN YORK SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SOUTH MIDDLETON SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SUSQUENITA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL UPPER ADAMS SCHOOL DISTRICT  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
SEAL WEST PERRY SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL WEST SHORE SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_

ARTICLES OF AGREEMENT  
FOR THE  
CUMBERLAND PERRY  
AREA CAREER AND  
TECHNICAL CENTER  
EFFECTIVE

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TO

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|                                                          |    |
|----------------------------------------------------------|----|
| Addition of New Members .....                            | 6  |
| Administrative Director .....                            | 13 |
| Amendment.....                                           | 13 |
| Authority Financing and Leases .....                     | 13 |
| Benefits and Privileges .....                            | 6  |
| Budget Approval.....                                     | 10 |
| Capital Reserve Fund.....                                | 10 |
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| Definitions.....                                         | 5  |
| Designation of Funds.....                                | 11 |
| Dissolution .....                                        | 4  |
| Effective Date and Term.....                             | 4  |
| Establishment, Name, and Purpose.....                    | 4  |
| Expenses .....                                           | 9  |
| JOC, Responsibility, Membership, Selection and Term..... | 7  |
| JOC Officers and Terms, JOC Committee Meeting .....      | 8  |
| Local Advisory.....                                      | 9  |
| Occupational Advisory .....                              | 9  |
| Professional Advisory.....                               | 9  |
| Pupil Quotas.....                                        | 12 |
| Pupil Selection .....                                    | 12 |
| Refund of Excess Funds.....                              | 12 |
| Transportation.....                                      | 10 |
| Tuition.....                                             | 12 |
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ESTABLISHMENT AND OPERATION  
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These amended ARTICLES OF AGREEMENT are made and entered into this 17th day of April, 2023 by and among the school districts of Big Spring, Camp Hill, Cumberland Valley, East Pennsboro, Greenwood, Mechanicsburg, Newport, Northern York, South Middleton, Susquenita, Upper Adams, West Perry, and West Shore of Cumberland, Perry, York, and Adams Counties, Pennsylvania.

**WHEREAS**, the school directors of the aforesaid Member School Districts desire to provide the best possible educational opportunities for the pupils of said Member School Districts; and **WHEREAS**, it has been ascertained that definite need has been established for secondary school pupils and adults to receive vocational and technical instruction; and

**WHEREAS**, it is recognized that an area vocational-technical school can be erected, equipped, and operated more equitably and economically on a cooperative basis; and

**WHEREAS**, it has been deemed desirable to provide vocational and technical education to secondary school pupils and adults in Cumberland, Perry, Adams, and York Counties;

**WHEREAS**, the Member School Districts have determined that the original Articles of Agreement dated January 17, 1967 as amended November 25, 1968, April 28, 1997, May 24, 2000, and January 22, 2007, as amended January 23, 2007 and October 29, 2009, shall be replaced with these amended Articles of Agreement; and

**NOW, THEREFORE, IT IS AGREED** by and among the said Member School Districts as follows:

## **ARTICLE 1**

### **1.1 Establishment, Name and Purpose**

The Member Board of the aforesaid Member School Districts, acting in concert with, and known as, the Cumberland Perry Area Career and Technical Center Board, do hereby establish the Cumberland Perry Area Career and Technical Center (CTC), which is to be operated for the benefit of secondary school pupils and adults who are residents of the Member School Districts. The vocational technical programs and academic courses taught at the CTC shall be determined by the Joint Operating Committee.

### **1.2 Effective Date and Term**

These Articles shall be effective and be renewed for a term beginning the later of July 1, 2033, or after all of the Member School Districts have approved the Articles of Agreement. These Articles shall remain in effect until:

(a) Each of the Member School Districts has acted, by affirmative vote of the majority of its Member Board, to terminate these Articles or;

(b) Ten (10) fiscal years have been completed since the effective date of the Articles and;

(c) These Articles are renewed for successive terms of ten years, which shall commence on the first day of the fiscal year following the last day of the initial term or succeeding terms. This clause will not be effective if any Member School District requests in writing to the Joint Operating Committee at least two fiscal years prior to the end of the initial term or any succeeding term that the Articles be terminated. If any Member School District so requests that the Articles be terminated, they will expire on the last day of the final fiscal year of the term. Even upon termination of the Articles, each Member School District shall continue to be obligated to pay its share of any unpaid indebtedness.

### **1.3 Definitions**

For the purpose of this agreement, the following definitions shall be used in the interpretation of this agreement:

(a) "Member School District" shall mean a school district whose board members have authorized the district, by resolution approved by a majority vote of the school directors, to become a party to this agreement.

(b) "Area Career and Technical Board" shall mean the several boards of school directors of all the member districts acting jointly.

(c) "Joint Operating Committee" shall mean the committee elected from among the member school boards to administer, supervise, and operate the CTC.

(d) "Long Term Indebtedness" shall mean all obligations of the CTC that are due and owing beyond the current fiscal year of the CTC.

(e) "Member Board" shall mean any Board of School Directors of the respective school districts that is a party to this agreement.

(f) "Quota" shall mean the number of resident students a member school district shall be entitled to send to the Cumberland Perry Area Career and Technical Center in any one year.

(g) "CTC" shall mean the Cumberland Perry Area Career and Technical Center.

## **ARTICLE 2**

### **2.1 Benefits and Privileges**

The Member School Districts that are parties to this agreement for the operation of the CTC shall be entitled to all benefits and privileges and subject to the state and federal laws governing the provision of career and technical education.

### **2.2 Addition of New Members**

School districts that are not Member School Districts at the time of the execution of this agreement, and that later elect to participate, may become parties to this agreement and thereupon become Member School Districts, upon the approval of Member School Districts, subject to such terms and conditions as the then Member School Districts shall determine. Such terms and conditions shall include, but not be limited to, the amount that such new district shall contribute to the cost for operation of the School and the amount it shall pay on account of capital obligations and Long Term Indebtedness.

### **2.3 Withdrawal of Member School Districts**

No Member School District may withdraw from the Articles of Agreement without the consent of each Member School District.

Notice of intention to withdraw must be given by a Member School District at least two (2) fiscal years prior to its planned withdrawal.

Any unpaid indebtedness incurred during its period of membership must continue to be paid by a withdrawing Member School District.

All capital assets which were purchased by a withdrawing Member School District shall be deemed abandoned in favor of the remaining Member School Districts at the time of withdrawal.

## **2.4 Dissolution**

In the event of the dissolution of the School by the Member Boards or by the PA Department of Education or otherwise, all capital assets shall be distributed among the then Member School Districts. All capital assets, including buildings, furniture, equipment, and land, shall be distributed based on a formula allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the Pupil Quota of each Member School District as of the date dissolution is approved.

## **ARTICLE 3**

### **3.1 Joint Operating Committee**

The Area Career and Technical Board delegates the affairs of operation, administration, and management of the School to the Joint Operating Committee appointed from among the directors of Member School Districts.

### **3.2 Joint Operating Committee Responsibility**

The operation, administration, and management of the CTC shall be directed by the Joint Operating Committee, which shall exercise all the rights and powers of the Area Career and Technical School Board to the extent permitted by law, unless herein specifically otherwise provided.

### **3.3 Joint Operating Committee Membership**

Each Member School District will be represented on the Joint Operating Committee by at least one director and not more than three directors, based on the Member School District's proportionate average daily membership in the CTC during the previous school year in the following manner:

| <u>Percent of ADM</u> | <u>Number of Members</u> |
|-----------------------|--------------------------|
| Below 10%             | One Member               |
| 10% to below 20%      | Two Members              |
| 20% and above         | Three Members            |

### **3.4 Joint Operating Committee Membership Selection and Term**

The Administrative Director shall inform the Member District Superintendents no later than December 1 annually of the number of Member School District board members that shall be represented on the Joint Operating Committee. The members of the Joint Operating Committee shall be appointed by the Member Boards at their annual reorganization meetings in December.

The term of appointment to the Joint Operating Committee shall begin in December and run for hold-over members until the organization meeting in December or until a successor Joint Operating Committee member is appointed. The length of term for a member of the Joint Operating Committee to represent the Member School District shall be determined by the Member Board.

### **3.5 Joint Operating Committee Officers and Terms**

The Joint Operating Committee shall hold its annual reorganization meeting in December, at which time a Chairperson and Vice Chairperson shall be elected to serve for a period of one year or until a successor is elected.

No person who is president of the Member Board represented by him/her shall serve simultaneously as Chairperson of the Joint Operating Committee nor shall the Chairperson come from the same Member School District for more than two successive terms.

At the May meeting, the Joint Operating Committee shall elect a Secretary, who shall be a non-school board member, to take office the first day of July for a four-year term.

At the May meeting, the Joint Operating Committee shall elect a Treasurer, who shall be a non-school board member, to take office the first day of July following such election and serve for a one-year term.

### **3.6 Joint Operating Committee Meeting**

The Joint Operating Committee shall meet at such time and place as may be agreed upon. A quorum shall consist of a majority of the members. The Joint Operating Committee shall act by a majority vote of the members present and voting. Any member of the Joint Operating Committee who shall be absent without valid excuse for two consecutive regular meetings may be replaced by the Member Board that he/she represents, at the request of the Joint Operating Committee. The agenda, minutes, and proceedings of all meetings shall be mailed to the members of the Joint Operating Committee and to the chief school administrators of all Member School Districts.

## **ARTICLE 4**

### **4.1 Professional Advisory Council**

A Professional Advisory Council to the School's Administrative Director shall be composed of the chief school administrator of each Member School District. The Professional Advisory Council duties shall include, but not be limited to, aspects of cooperation with Member School Districts for the purpose of making recommendations to the Joint Operating Committee and other aspects of cooperation with the Member School Districts in order that the objectives of the total educational program may be fully realized.

### **4.2 Local Advisory Committee**

The Joint Operating Committee shall appoint an advisory committee, composed of representatives of local trades, industry, business, the professions, research and educational agencies, and administrators of the Member School Districts. The Local Advisory Committee shall advise on such matters as the need for a particular program, laboratory, occupation, equipment, curriculum, labor and management coordination, business and industrial requirements, and/or selection of personnel.

### **4.3 Occupational Advisory Committee**

Occupational Advisory Committees shall be established by the Joint Operating Committee to advise on specific matters pertaining to a particular occupation or related group of occupations being taught or planned as a part of the curriculum.

The Joint Operating Committee will approve procedures to select members of the committees, to fix the duration of terms, to establish the number and size of committees, and to define their scope and purpose.

## **ARTICLE 5**

### **5.1 Expenses**

The Joint Operating Committee shall adopt, annually, a budget of such expenses deemed necessary for the proper and orderly operation of the CTC, prior to ~~December 15th~~ March 1<sup>st</sup>. Each Member School District shall pay the Treasurer 25% of the Member School District's estimated share of the budget on or before the tenth of July of each year, and on or before the tenth day of each third month thereafter. Expenses shall be divided among the Member School Districts in proportion to the average daily membership of students attending the CTC from each Member School District based on the average of the five local audited years immediately preceding the school year of budget preparation.

### **5.2 Budget Approval**

All operations of the CTC shall be within the limits of the adopted budget. Budget approval shall be by mail ballot or convention. Approval of each budget shall require an affirmative vote of two-thirds of the Member School Districts, provided that the vote of any Member Board shall be determined by a majority of all its members.

### **5.3 Transportation**

Each Member School District shall provide for free mandated transportation of pupils to and from the CTC, and each Member School District shall apply for and receive reimbursements on account of such transportation.

#### **5.4 Subsidy Allocations**

State subsidies allocated to each Member School District based on average daily membership at the CTC shall be applied toward each individual district's cost. If such subsidies are paid directly to the CTC by the state, the CTC shall in turn remit the subsidies received to the individual Member School Districts.

#### **5.5 Capital Reserve Fund**

The Joint Operating Committee may fund annually a Capital Reserve Fund not to exceed in any fiscal year an amount equal to ten percent (10%) of the general fund budget for the following year from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in the Capital Reserve Fund exceed ten percent (10%) of the budget for the following year, the excess funds shall be transferred to any designated fund established by the Joint Operating Committee, as provided in Section 5.7 or returned pro rata to the participating Member School Districts, provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in the Capital Reserve Fund. The monies in any Capital Reserve Fund may be expended by the CTC only for capital improvements, for replacement of and addition to improvements, and for deferred maintenance thereof, including replacement of and purchase of all furnishings and equipment. The monies in the Capital Reserve Fund shall be kept separate and apart from any other fund by the treasurer of the CTC, and the monies in the Capital Reserve Fund may be invested by the corporate authorities of the School in securities, legal for the investment of the sinking fund monies of the Capital Reserve Fund. The corporate authorities may sell any such securities and reinvest the monies in any securities or convert such securities into cash as the same may be needed for expenditure of the Capital Reserve Fund.

#### **5.6 South Central Trust Reserve Fund**

The Joint Operating Committee may establish a South Central Trust Reserve Fund and annually reserve thereto certain amounts held in the South Central Trust Risk Sharing Pool for the purpose of accounting for amounts held by the South Central Trust in excess of calculated expected medical insurance claims as prepaid expenses, as may be reasonably determined on an annual basis by the Joint

Operating Committee, in consultation with the local auditor, following generally accepted accounting principles. The monies in the South Central Reserve Fund shall be used exclusively for the purpose of funding future medical insurance claims and related liabilities of the CTC as a member of the South Central Trust Risk Sharing Pool in accordance with the terms and conditions set forth in the South Central Trust Risk Sharing Pool Indenture.

### **5.7 Designated Funds**

The Joint Operating Committee may establish and fund annually any designated fund or funds which the Joint Operating Committee deems necessary and appropriate for the purpose of funding anticipated future liabilities of the Cumberland-Perry Area Career and Technical Center. Any such designated fund or funds shall be established by resolution, approved by a majority vote of the members of the Joint Operating Committee present and voting at a duly assembled meeting of the Joint Operating Committee, which resolution shall enumerate the specific and exclusive purposes for which monies held in any such designated fund may be expended. Any such designated fund or funds established and funded by the Joint Operating Committee pursuant to Section 5.7 shall not, in the aggregate, exceed any fiscal year an amount equal to twenty percent (20%) of the budget for the following year. The Joint Operating Committee may fund any such designated fund or funds from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in any such designated fund or funds exceed, in the aggregate, twenty percent (20%) of the budget for the following year, the excess shall be transferred to the Capital Reserve Fund, as provided in Section 5.5 or returned pro rata to the participating member school districts, as provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in any such designated fund or funds. The monies in any such designated fund or funds may be expended by the CTC exclusively for the purposes identified in the resolution adopted by the Joint Operating Committee establishing said fund. The monies in any such designated fund shall be kept separate and apart from any other fund by the treasurer of the CTC and the monies in said designated fund may be invested by the corporate authorities of the CTC in securities or convert such securities into cash as the same may be needed for expenditure of the designated fund.

### **5.8 Refund of Excess Funds to the Member School Districts**

Funds remaining at the end of the school year may be transferred to the Capital Reserve Fund or any other designated fund established by the Joint Operating Committee, not to exceed the limitations established for those respective funds. Excess funds are those funds remaining beyond the funds appropriated to the Capital Reserve Fund and designated funds. Excess funds shall be returned to the Member School Districts under the same formula that the Member School Districts remitted those funds to the CTC. Refunds to the Member School Districts shall be made at the end of the school year after completion and approval of the local audit and approval of the disposition of excess funds by the joint operating committee.

## **ARTICLE 6**

### **6.1 Pupil Quotas**

Annually before January 1, the Joint Operating Committee shall determine the school capacity for the coming year and before February 1 of each year assign a Quota for each Member School District on a ratio of average daily membership of resident pupils in grades 9, 10, and 11, in each Member School District to the total average daily membership of resident pupils in grades 9, 10, and 11 of all Member School Districts. Quotas to each Member School District may be subdivided for each course or department of the CTC if the Joint Operating Committee finds it necessary to do so. Any Quota assigned to each Member School District may be adjusted by the Joint Operating Committee as the need arises.

### **6.2 Pupil Selection**

The Joint Operating Committee shall admit students to the CTC in conformity with established rules, regulations, and procedures for admission and in cooperation with Member School District school authorities. Nomination of secondary pupils to the CTC shall be the responsibility of the Member School Districts.

### **6.3 Tuition**

Whenever the Joint Operating Committee finds that all resident pupils of Member School Districts seeking enrollment at the CTC have been enrolled and

there still remains room for further enrollment in the CTC, tuition students may be enrolled in accordance with the provisions of the School Code.

## **ARTICLE 7**

### **7.1 Authority Financing and Leases**

The Member School Districts do hereby authorize the Joint Operating Committee to enter into agreements on behalf of the Member School Districts with the State Public School Building Authority, municipal authorities, political subdivision, municipal corporations, public and private agencies, quasi-public agencies, authorities, non-profit corporations, and the Federal Government and its agents and instrumentalities to buy land, build, alter, lease, equip, and operate facilities for the School. The Member School Districts do hereby agree to take all necessary steps in order to create/maintain a joint municipal authority for the purpose of financing the acquisition of suitable sites and the erection and equipping of appropriate school buildings for the conduct of the vocational technical education program.

Long Term Indebtedness that is authorized by the Joint Operating Committee on behalf of the CTC shall be paid by the Member School Districts in the year in which such obligations become due and owning with each Member School District paying its proportionate share for each year allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the current year Pupil Quota. Any Member School District that chooses to no longer be a Member School District shall still be obligated to pay its portion of Long Term Indebtedness that was outstanding at the time the Member School District terminated participation in the CTC. The ongoing payment obligation of any departing Member School District shall be calculated based on the Average Daily Membership and Pupil Quotas for the Member School District during the last year of participation in the CTC.

## **ARTICLE 8**

### **8.1 Chief School Administrator**

The Chief School Administrator of the CTC shall be appointed for a term of two years by the Joint Operating Committee. The Chief School Administrator may

be the Executive Director of the Capital Area Intermediate Unit #15 or may be the Superintendent of one of the Member School Districts.

## **8.2 Administrative Director**

The Joint Operating Committee shall employ a Vocational Administrative Director as the School Administrator. His/her duties shall be determined by, and conform to, the school laws, regulations, and policies of the Pennsylvania Department of Education and by his/her agreement with the Joint Operating Committee.

## **8.3 Solicitor and Auditor**

The Joint Operating Committee shall have authority to appoint an attorney-at law to be its solicitor and a certified public accountant to be its auditor.

# **ARTICLE 9**

## **9.1 Amendment**

No change shall be made to these Articles of Agreement without the consent of each Member School District, first obtained by the affirmative vote of the majority of the Member Board of school directors thereof.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have caused these Articles of Agreement to be signed by the respective Presidents and attested by the respective Secretaries and their corporate seals affixed, as of the day and year first herein above written.

SEAL BIG SPRING SCHOOL DISTRICT

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

President

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

SEAL CAMP HILL SCHOOL DISTRICT

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

President

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

SEAL CUMBERLAND VALLEY SCHOOL DISTRICT

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

President  
Attest: \_\_\_\_\_  
SEAL EAST PENNSBORO SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL GREENWOOD SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL MECHANICSBURG AREA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
15  
SEAL NEWPORT SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL NORTHERN YORK SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SOUTH MIDDLETON SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SUSQUENITA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL UPPER ADAMS SCHOOL DISTRICT  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
SEAL WEST PERRY SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL WEST SHORE SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_



BOARD POLICY

# 306 Employment of Summer School Staff

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| POLICY NUMBER | ADOPTED   | VERSION | DOCUMENT STATUS |
|---------------|-----------|---------|-----------------|
| 306           | 6/19/1997 | v1.5    | DRAFT           |
| PRINTED       |           |         |                 |
| 9/4/2026      |           |         |                 |

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## **Authority**

**The Board directs that qualified and competent professional and support employees be employed to provide the District's summer school program.**

**When a summer school program is authorized by the Board, the Board, by majority vote of all members, shall approve the employment; set the compensation; and establish the period of employment for each individual employed in the District summer school program.**[\[1\]](#) [\[2\]](#) [\[3\]](#) [\[4\]](#) [\[5\]](#) [\[6\]](#)

**Approval shall normally be given to the candidates recommended by the responsible administrator and approved by the Superintendent.**

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

## **Pre-Employment Requirements**

**The District 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 District may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.**[\[7\]](#)

A candidate shall **not** be employed until the individual has complied with the mandatory background check requirements for criminal history **and child abuse** and the District has evaluated the results of that screening process.<sup>[8]</sup><sup>[9]</sup>

**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.**<sup>[9]</sup>

**A candidate for employment in the District shall not receive a recommendation for employment without evidence of his/her certification when such certification is required.**<sup>[3]</sup><sup>[10]</sup><sup>[11]</sup><sup>[12]</sup>

**Delegation of Responsibility**

The Superintendent **or designee shall determine** procedures **to** recruit, screen and recommend candidates for summer school employment. **Only those candidates who are best qualified to perform the duties of the position, as determined by the Administration, shall be recommended.**

Vacancies for summer school employment **shall** be made known to District personnel so that they may apply for such positions.

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

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**Legal Footnotes**

**[1]** 24 P.S. 406  
LEGAL REFERENCE

**[2]** 24 P.S. 508  
LEGAL REFERENCE

**[3]** 24 P.S. 1109  
LEGAL REFERENCE

**[4]** 24 P.S. 1146  
LEGAL REFERENCE

**[5] 24 P.S. 1901**  
LEGAL REFERENCE

**[6] Pol. 124 — Alternative Instruction**  
POLICY REFERENCE

**[7] 24 P.S. 111.1**  
LEGAL REFERENCE

**[8] 23 Pa. C.S.A. 6344**  
LEGAL REFERENCE

**[9] 24 P.S. 111**  
LEGAL REFERENCE

**[10] 22 PA Code 49.1**  
LEGAL REFERENCE

**[11] 24 P.S. 1201**  
LEGAL REFERENCE

**[12] 24 P.S. 2070.2**  
LEGAL REFERENCE

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## Legal References

No additional references listed.



BOARD POLICY

# 406 Employment of Summer School Staff

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| POLICY NUMBER | ADOPTED   | VERSION | DOCUMENT STATUS |
|---------------|-----------|---------|-----------------|
| 406           | 6/19/1997 | v1      | ACTIVE          |
| PRINTED       |           |         |                 |
| 9/4/2026      |           |         |                 |

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## **Purpose**

The Board directs that summer school program employees will be qualified and competent to fulfill assignments in accordance with these guidelines.

## **Authority**

The Board shall approve the employment, fix the compensation and establish the period of employment for each person employed in the summer school program of this district, when said program is authorized by the Board.

[\[1\]](#)[\[2\]](#)[\[3\]](#)

No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history and the district has evaluated the results of that screening process.[\[4\]](#)

Any employee's misstatement of fact material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

## **Delegation of Responsibility**

The Superintendent shall develop procedures for the recruitment, screening and recommendation of candidates for summer school employment.

Vacancies for summer school employment will be made known to district personnel so that they may apply for such positions.

Recommendations from former employers and others as may assist in assessing the candidate's qualifications shall be sought. Such records shall be retained confidentially and for official use only.

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## Legal Footnotes

**[1]** 24 P.S. 406  
LEGAL REFERENCE

**[2]** 24 P.S. 1146  
LEGAL REFERENCE

**[3]** 24 P.S. 1901  
LEGAL REFERENCE

**[4]** 24 P.S. 111  
LEGAL REFERENCE

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## Legal References

No additional references listed.



BOARD POLICY

## 314.1 HIV Infection

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| POLICY NUMBER | REVISED    | VERSION | DOCUMENT STATUS |
|---------------|------------|---------|-----------------|
| 314.1         | 11/17/1997 | v1.2    | DRAFT           |
| PRINTED       |            |         |                 |
| 9/4/2026      |            |         |                 |

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### **Purpose**

**The Board 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 and support staff employed by the District.**

### **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 District employees diagnosed as having the HIV virus, including those who are asymptomatic.**

### **Authority**

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

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

**All District 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 principals shall notify District employees, students and parents/guardians about current Board 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, Board policies, collective bargaining agreements, individual contracts and the retirement system.** [\[3\]](#) [\[4\]](#) [\[5\]](#) [\[6\]](#)

### **Guidelines**

#### **Confidentiality**

**District 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.** [\[7\]](#)

### **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 District shall maintain reasonably accessible equipment and supplies necessary for infection control.**

**Employees shall notify the school nurse of all incidents of exposure to bodily fluids.**

**Staff Development**

**The District may provide opportunities for employees to participate in inservice education on HIV Infection.**

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

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**Legal Footnotes**

**[1] 35 P.S. 7603**  
LEGAL REFERENCE

**[2] 24 P.S. 510**  
LEGAL REFERENCE

**[3] Pol. 334 — Sick Leave**  
POLICY REFERENCE

**[4] Pol. 335 — Family and Medical Leaves**  
POLICY REFERENCE

**[5] Pol. 339 — Uncompensated Leave**  
POLICY REFERENCE

**[6] Pol. 104 — Discrimination/Title IX Sexual Harassment Affecting Staff**  
POLICY REFERENCE

**[7] 35 P.S. 7607**  
LEGAL REFERENCE

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**Legal References**

No additional references listed.



BOARD POLICY

## 314.1 HIV/AIDS

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|                 |           |            |         |
|-----------------|-----------|------------|---------|
| POLICY NUMBER   | ADOPTED   | REVISED    | VERSION |
| 314.1           | 6/19/1997 | 11/17/1997 | v1      |
| DOCUMENT STATUS | PRINTED   |            |         |
| ACTIVE          | 9/4/2026  |            |         |

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### **Authority**

It is the policy of the Cumberland Valley School District to provide a concerned and nondiscriminatory environment for individuals with HIV (Human Immunodeficiency Virus) infection or AIDS (Acquired Immunodeficiency Syndrome).

Employees shall not be discriminated against on the basis of their HIV or AIDS status, or perception thereof, as set forth in the Pennsylvania Human Relations Act, the Americans with Disabilities Act (ADA), the Federal Rehabilitation Act of 1973, and the Confidentiality of HIV Related Information Act (Act 148 of 1990).

Consistent with the ADA, Cumberland Valley employees may request reasonable accommodations which will allow them to continue to function with their disability.

No current or prospective employee shall be required to receive an HIV antibody test or any other diagnostic test for HIV as a condition of employment or continued service.

### **Guidelines**

#### **Health Care and Counseling**

Employees shall have access to health care benefits and Cumberland Valley Employee Assistance Programs. All service providers shall maintain confidentiality in accordance with the Confidentiality of HIV Related Information Act.

#### **Confidentiality**

Employees who have access to medical documentation and other information, will follow procedures in accordance with the provisions of the Confidentiality of HIV-Related Information Act. Supervisors, managers, and others included in making and implementing personnel management decisions involving employees with HIV/AIDS must strictly observe applicable confidentiality requirements.

Records indicating an individual's HIV or AIDS status shall be made available only with the expressed written consent of the employee and only to approved officials who have a need to know this information in order to carry out the purposes for which the information has been retained. Confidentiality is to be maintained with both written information and oral communication. If written employee information exists, it is not to be maintained in the employee's official personnel folder. It is to be maintained in a separate, locked file drawer or compartment, or in another secure place with restricted access, under jurisdiction of the party who received the information.

### Staff Education

The district encourages education about HIV and AIDS and the maintenance of up-to-date policies on HIV and AIDS. Education on HIV/AIDS should be directed at establishing a basic understanding of the disease, ensuring adequate safety precautions are taken, reducing unwarranted fears about transmission of HIV, and encouraging those educated to curtail behaviors that contribute to the spread of the virus.

The district shall provide information to its employees through annual Instruction For Preventing The Spread Of Infectious Diseases In The Workplace, which stresses the use of universal precautions. Staff should refer to the latest yearly update of these instructions.

### Instruction for Preventing the Spread of Infectious Diseases in the Work Place

To prevent the spread of infectious diseases (i.e., hepatitis B, human immunodeficiency virus (HIV), all Cumberland Valley School District personnel will follow the procedures listed below when handling body fluids (i.e., blood, urine, vomitus, etc.) in the work place:

1. Universal Precautions will be followed. The term **universal precautions** refers to a concept of bloodborne disease control which requires that all human blood and other potentially infectious materials be treated as if known to be infectious for HIV, HBV, or other bloodborne pathogens regardless of the perceived "low risk" of a patient or patient population.
2. Those treating or assisting injured persons or cleaning soiled surfaces should avoid exposure of open skin injury or mucous membranes to the blood or body fluids by always wearing protective disposable gloves.

3. Surfaces soiled with blood or body fluids should be promptly cleaned with a disinfectant as supplied by the district or household bleach (diluted 1 part bleach to 10 parts water). Mops and all cleaning equipment coming in contact with the blood or body fluids should be rinsed in the disinfectant. The disinfectant solution should be discarded after each use.
4. Disposable towels or tissues should be used in treatment and clean up.
5. Body fluid or blood soaked items should be disposed of in double plastic bags which must be sealed or tied to prevent leakage or contamination.
6. Upon completion of the treatment or clean up, the soiled gloves should be removed and disposed of in a sealed plastic bag, taking care to avoid skin contact with exterior surface of the gloves.
7. Hand washing should take place as soon as possible after exposure to blood and upon removing soiled/contaminated gloves. Antiseptic hand cleaner is recommended. If this is not available, regular soap and running water is an acceptable alternative.

In case of direct exposure via handling body fluids, the employee is required to notify the school nurse and complete an Accident/Incident report form and Workers' Compensation form. Cumberland Valley School District will offer/require MD consultation to determine the exposure potential and explain diagnostic/treatment options.

By following these routine hygienic procedures in treating and cleaning up when blood or body fluids are involved, the potential for the spread of infections in this manner will be greatly reduced.

The school nurse assigned to your building is available to respond to questions you may have concerning the procedures.

### **Delegation of Responsibility**

Any inquiries from the public or media regarding HIV cases shall be handled by the Superintendent.

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## **Legal References**

No additional references listed.



BOARD POLICY

## 414.1 HIV/AIDS

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|                 |           |            |         |
|-----------------|-----------|------------|---------|
| POLICY NUMBER   | ADOPTED   | REVISED    | VERSION |
| 414.1           | 6/19/1997 | 11/17/1997 | v1      |
| DOCUMENT STATUS | PRINTED   |            |         |
| ACTIVE          | 9/4/2026  |            |         |

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### **Authority**

It is the policy of the Cumberland Valley School District to provide a concerned and nondiscriminatory environment for individuals with HIV (Human Immunodeficiency Virus) infection or AIDS (Acquired Immunodeficiency Syndrome).

Employees shall not be discriminated against on the basis of their HIV or AIDS status, or perception thereof, as set forth in the Pennsylvania Human Relations Act, the Americans with Disabilities Act (ADA), the Federal Rehabilitation Act of 1973, and the Confidentiality of HIV Related Information Act (Act 148 of 1990).

Consistent with the ADA, Cumberland Valley employees may request reasonable accommodations which will allow them to continue to function with their disability.

No current or prospective employee shall be required to receive an HIV antibody test or any other diagnostic test for HIV as a condition of employment or continued service.

### **Guidelines**

#### **Health Care and Counseling**

Employees shall have access to health care benefits and Cumberland Valley Employee Assistance Programs. All service providers shall maintain confidentiality in accordance with the Confidentiality of HIV Related Information Act.

#### **Confidentiality**

Employees who have access to medical documentation and other information, will follow procedures in accordance with the provisions of the Confidentiality of HIV-Related Information Act. Supervisors, managers, and others included in making and implementing personnel management decisions involving employees with HIV/AIDS must strictly observe applicable confidentiality requirements.

Records indicating an individual's HIV or AIDS status shall be made available only with the expressed written consent of the employee and only to approved officials who have a need to know this information in order to carry out the purposes for which the information has been retained. Confidentiality is to be maintained with both written information and oral communication. If written employee information exists, it is not to be maintained in the employee's official personnel folder. It is to be maintained in a separate, locked file drawer or compartment, or in another secure place with restricted access, under jurisdiction of the party who received the information.

### Staff Education

The district encourages education about HIV and AIDS and the maintenance of up-to-date policies on HIV and AIDS. Education on HIV/AIDS should be directed at establishing a basic understanding of the disease, ensuring adequate safety precautions are taken, reducing unwarranted fears about transmission of HIV, and encouraging those educated to curtail behaviors that contribute to the spread of the virus.

The district shall provide information to its employees through annual Instruction For Preventing The Spread Of Infectious Diseases In The Workplace, which stresses the use of universal precautions. Staff should refer to the latest yearly update of these instructions.

### Instruction for Preventing the Spread of Infectious Diseases in the Work Place

To prevent the spread of infectious diseases (i.e., hepatitis B, human immunodeficiency virus (HIV), all Cumberland Valley School District personnel will follow the procedures listed below when handling body fluids (i.e., blood, urine, vomitus, etc.) in the work place:

1. Universal Precautions will be followed. The term **universal precautions** refers to a concept of bloodborne disease control which requires that all human blood and other potentially infectious materials be treated as if known to be infectious for HIV, HBV, or other bloodborne pathogens regardless of the perceived "low risk" of a patient or patient population.
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6. Upon completion of the treatment or clean up, the soiled gloves should be removed and disposed of in a sealed plastic bag, taking care to avoid skin contact with exterior surface of the gloves.
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In case of direct exposure via handling body fluids, the employee is required to notify the school nurse and complete an Accident/Incident report form and Workers' Compensation form. Cumberland Valley School District will offer/require MD consultation to determine the exposure potential and explain diagnostic/treatment options.

By following these routine hygienic procedures in treating and cleaning up when blood or body fluids are involved, the potential for the spread of infections in this manner will be greatly reduced.

The school nurse assigned to your building is available to respond to questions you may have concerning the procedures.

### **Delegation of Responsibility**

Any inquiries from the public or media regarding HIV cases shall be handled by the Superintendent.

---

## **Legal References**

No additional references listed.



BOARD POLICY

## 514.1 HIV/AIDS

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|                 |           |            |         |
|-----------------|-----------|------------|---------|
| POLICY NUMBER   | ADOPTED   | REVISED    | VERSION |
| 514.1           | 6/19/1997 | 11/17/1997 | v1      |
| DOCUMENT STATUS | PRINTED   |            |         |
| ACTIVE          | 9/4/2026  |            |         |

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### **Authority**

It is the policy of the Cumberland Valley School District to provide a concerned and nondiscriminatory environment for individuals with HIV (Human Immunodeficiency Virus) infection or AIDS (Acquired Immunodeficiency Syndrome).

Employees shall not be discriminated against on the basis of their HIV or AIDS status, or perception thereof, as set forth in the Pennsylvania Human Relations Act, the Americans with Disabilities Act (ADA), the Federal Rehabilitation Act of 1973, and the Confidentiality of HIV Related Information Act (Act 148 of 1990).

Consistent with the ADA, Cumberland Valley employees may request reasonable accommodations which will allow them to continue to function with their disability.

No current or prospective employee shall be required to receive an HIV antibody test or any other diagnostic test for HIV as a condition of employment or continued service.

### **Guidelines**

#### **Health Care and Counseling**

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#### **Confidentiality**

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Records indicating an individual's HIV or AIDS status shall be made available only with the expressed written consent of the employee and only to approved officials who have a need to know this information in order to carry out the purposes for which the information has been retained. Confidentiality is to be maintained with both written information and oral communication. If written employee information exists, it is not to be maintained in the employee's official personnel folder. It is to be maintained in a separate, locked file drawer or compartment, or in another secure place with restricted access, under jurisdiction of the party who received the information.

### Staff Education

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The district shall provide information to its employees through annual Instruction For Preventing The Spread Of Infectious Diseases In The Workplace, which stresses the use of universal precautions. Staff should refer to the latest yearly update of these instructions.

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By following these routine hygienic procedures in treating and cleaning up when blood or body fluids are involved, the potential for the spread of infections in this manner will be greatly reduced.

The school nurse assigned to your building is available to respond to questions you may have concerning the procedures.

### **Delegation of Responsibility**

Any inquiries from the public or media regarding HIV cases shall be handled by the Superintendent.

---

## **Legal References**

No additional references listed.



BOARD POLICY

# 709 Building Security

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| POLICY NUMBER | VERSION | DOCUMENT STATUS | PRINTED  |
|---------------|---------|-----------------|----------|
| 709           | v1.2    | DRAFT           | 9/4/2026 |

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## **Purpose**

The Board recognizes the need to maintain security of school facilities for reasons of safety, vandalism and theft.

## **Delegation of Responsibility**

Building security shall be coordinated by the Director of Student & Public Safety, with the cooperation of District administrators, building principals and District staff. [\[1\]](#) [\[2\]](#)

The Superintendent or designee shall determine who may be authorized to access District building(s), the designated level of access and who may have after-hours access to District facilities.

## **Guidelines**

After the start of the school day, access to school buildings shall be limited to one (1) entrance that is monitored and capable of controlling visitor entry. All other entrances shall be locked, and designated school staff shall follow established Board policy and procedures for entry of school visitors and other authorized individuals into school buildings. [\[3\]](#)

## **Use of Video Cameras**

The District shall utilize video cameras in the District to assist in securing District property. The District shall provide proper notice to students, staff and others that video surveillance may occur on school property at any time.

Recordings from video cameras are the property of the District and shall be maintained, used and/or destroyed under the supervision, direction, and control of school officials. Recordings shall be subject to other applicable Board policies, including policies concerning confidentiality of student and personnel records, and shall be subject to applicable requirements of state and federal law and regulations.

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## Legal Footnotes

**[1] Pol. 805 — Emergency Preparedness and Response**  
POLICY REFERENCE

**[2] Pol. 805.2 — School Security Personnel**  
POLICY REFERENCE

**[3] Pol. 907 — School Visitors**  
POLICY REFERENCE

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## Legal References

No additional references listed.



BOARD POLICY

# 716 Integrated Pest Management

| POLICY NUMBER | VERSION | DOCUMENT STATUS | PRINTED   |
|---------------|---------|-----------------|-----------|
| 716           | v1.4    | DRAFT           | 9/18/2026 |

## PURPOSE

The district shall utilize integrated pest management procedures to manage structural and landscape pests and the toxic chemicals used for their control in order to alleviate pest problems with the least possible hazard to people, property and the environment.

## DEFINITIONS

**Integrated Pest Management (IPM)** is the **managed use of combined pest control alternatives, including cultural, mechanical, biological and chemical to most effectively prevent or reduce to acceptable levels damage caused by pests.**[\[1\]](#)

**Integrated Pest Management Plan** is a plan that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks.[\[2\]](#)

## AUTHORITY

The Board establishes that the district shall use pesticides only after consideration of the full range of alternatives, based on analysis of environmental effects, safety, effectiveness and costs.[\[3\]](#)[\[4\]](#)

The Board shall adopt an **IPM** Plan for district buildings and grounds that complies with policies and regulations promulgated by the Department of Agriculture.[\[2\]](#)[\[4\]](#)

The Board shall designate an employee to **facilitate IPM for the district. The designated employee will be referred to as the district's IPM Coordinator or as otherwise specified at** the district.

## **DELEGATION OF RESPONSIBILITY**

The IPM Coordinator shall be responsible to implement the **IPM** Plan and to coordinate communications between the district and the approved contractor.

The IPM Coordinator shall be responsible to annually notify parents/guardians of the procedures for requesting notification of planned and emergency applications of pesticides in school buildings and on school grounds.[\[5\]](#)

The IPM Coordinator shall maintain detailed records of all chemical pest control treatments for at least three (3) years. Information regarding pest management activities shall be available to the public at the district's administrative office.[\[5\]](#)

Appropriate personnel involved in making decisions relative to pest management shall participate in **periodic** training, **as needed**.

## **GUIDELINES**

Pest management strategies may include education, exclusion, sanitation, maintenance, biological and mechanical controls, and site appropriate pesticides.

When pesticide applications are scheduled **for district** buildings and grounds, the district shall provide notification **at least seventy-two (72) hours in advance** in accordance with law, including:[\[5\]](#)

1. Posting a pest control sign in an appropriate area, **at the place to be treated. The sign shall remain in place for at least two (2) days following each planned treatment.**
2. Providing the pest control information sheet to all individuals working in the **affected** school building.

3. Providing required notice to all parents/guardians of students or to a list of parents/guardians who have requested notification of individual applications of pesticides.

Where pests pose an immediate threat to the health and safety of students or employees, the district may authorize an emergency pesticide application and shall notify by telephone any parent/guardian who has requested such notification.[\[5\]](#)

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## Legal Footnotes

**[1] 7 PA Code 128.2**  
LEGAL REFERENCE

**[2] 24 P.S. 772.1**  
LEGAL REFERENCE

**[3] 3 P.S. 111.21**  
LEGAL REFERENCE

**[4] 7 PA Code 128.1**  
LEGAL REFERENCE

**[5] 24 P.S. 772.2**  
LEGAL REFERENCE

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## Legal References

No additional references listed.



BOARD POLICY

# 912.1 (Draft - 9-4-26) Research Involving District Students and Staff

| POLICY NUMBER          | VERSION | DOCUMENT STATUS | PRINTED  |
|------------------------|---------|-----------------|----------|
| 912.1 (Draft - 9-4-26) | v1.9    | DRAFT           | 9/4/2026 |

■ Proposed addition    ■ Proposed deletion

## **Purpose**

The Board recognizes the potential benefit to the District, as well as the field of public education, to cooperate with researchers representing higher education and other agencies in the conduct of research that promotes, enhances, or improves education. Each application will be examined for its potential to support or enhance District programs or priority initiatives.

## **Definition**

The U. S. Department of Health and Human Services defines **research** as: Systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.htm#46.102>

The use of the information that is collected determines, in part, the designation of the activity as research. For example, data that is collected for internal purposes is not considered research; however, if the information is subsequently utilized for publication or other generalizable knowledge, it becomes research.

## **Authority**

The Board authorizes the review and approval of internal and external educational research studies conducted by (1) an educational organization or institution or (2) an individual associated with an educational organization or institution which involve students or staff.

## **Delegation of Responsibility**

The Cabinet Educational Leadership Team will review all research proposals and has the authority to approve or deny any or all involvement. The ability to accommodate external research depends on resource availability and School District priorities.

Therefore, compliance with the criteria contained in this policy does not assure approval of a research proposal. Review criteria will examine the proposal to determine potential:

### **1. Benefit to the District**

1. Benefit to the field of education.
2. Level of risk to participants.
3. Impact on instructional time and resources.
4. Impact on professional responsibilities of District employees.
5. Impact on District resources.

## **Guidelines**

All requests for permission to conduct a study, either at the District level or within any school of the District, must be submitted in writing to the Assistant Superintendent at least sixty (60) days prior to the requested date for initiating the study. The Assistant Superintendent may waive this deadline for good cause shown.

Written proposals must state in specific terms the purpose of the study, the method of conducting the study, the number of students and/or staff members to be involved, the nature of their involvement, the approximate time necessary to conduct the study, the planned use of the results of the study, and the benefit to the students and/or staff involved, the District, and education in general. (An Institutional Review Board (IRB) application may be used as the proposal.)

Participation shall be voluntary for all prospective participants.

When a study has been approved involving District students, the Researcher shall ensure that parents/guardians are notified in advance and afforded the opportunity to request that their child not participate in a particular study.

The Researcher is responsible for contacting potential research participants and/or legal guardian(s) to obtain informed written consent, in the adult or parent's primary language, prior to any collection of data.

Researchers may not contact staff or students unless granted permission by the Superintendent or designee.

In the event that a questionnaire is proposed as part of the study, for distribution to either students or staff, a copy of the questionnaire must be submitted with the proposal and approved prior to administration.

In the event that an interview technique is to be used as a part of the study, a copy of the questions to be asked must be submitted with the proposal and approved prior to administration.

The Cabinet Educational Leadership Team will utilize these factors as to whether to approve an educational research study, as well as any additional factors deemed relevant by the Team:

1. The objectives of the research should be stated clearly and the design should produce valid and reliable results which will be made available to the District.
2. The research should contribute to the improvement of education or the general welfare of students.
3. Research proposals should be of sufficient scope and depth to justify the time and effort of students and staff members.
4. In general, instructional activities will not be interrupted unless there is a clear significance for the educational program of District schools.
5. Consideration will be given to the number of existing research studies in place as to not be burdensome to staff.
6. Potential impact on student confidentiality and protections including but not limited to the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g, will also be taken into account when considering projects.[\[1\]](#)

7. Student research conducted as part of an approved District course, curricular program, or District-sponsored academic competition, including science fairs and similar programs, shall be reviewed through the applicable instructional, Scientific Review Committee (SRC), Institutional Review Board (IRB), or other established student research approval process and shall not require separate approval by the Cabinet Educational Leadership Team unless referred by the Superintendent or designee because of the nature, scope, risk, or use of District resources associated with the research.

Upon approval of the study by the Cabinet Educational Leadership Team, the Assistant Superintendent may write a letter of approval for the IRB application and to grant the Researcher the ability to begin the research. A study shall not begin until IRB approval is received by the Researcher.

Even when permission is granted, Cumberland Valley School District reserves the right, to its sole discretion, to revoke said permission at any time.

### Research Reporting

When permission is granted for a study, it is with the understanding that a copy of the completed study will be submitted to the Superintendent or designee upon completion and prior to any publication. If the District is to be identified in any manner in the final report of an approved study, prior permission of the Superintendent or designee must be secured.

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## Legal Footnotes

**[1]** 20 U.S.C. 1232g  
LEGAL REFERENCE

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## Legal References

No additional references listed.

ARTICLES OF AGREEMENT  
FOR THE  
CUMBERLAND PERRY  
AREA CAREER AND  
TECHNICAL CENTER  
EFFECTIVE

April 17, 2023

TO

April 16, 2033

## Table of Contents

|                                                          |    |
|----------------------------------------------------------|----|
| Addition of New Members .....                            | 6  |
| Administrative Director .....                            | 13 |
| Amendment.....                                           | 13 |
| Authority Financing and Leases .....                     | 13 |
| Benefits and Privileges .....                            | 6  |
| Budget Approval.....                                     | 10 |
| Capital Reserve Fund.....                                | 10 |
| Chief School Administrator.....                          | 13 |
| Definitions.....                                         | 5  |
| Designation of Funds.....                                | 11 |
| Dissolution .....                                        | 4  |
| Effective Date and Term.....                             | 4  |
| Establishment, Name, and Purpose.....                    | 4  |
| Expenses .....                                           | 9  |
| JOC, Responsibility, Membership, Selection and Term..... | 7  |
| JOC Officers and Terms, JOC Committee Meeting .....      | 8  |
| Local Advisory.....                                      | 9  |
| Occupational Advisory .....                              | 9  |
| Professional Advisory.....                               | 9  |
| Pupil Quotas.....                                        | 12 |
| Pupil Selection .....                                    | 12 |
| Refund of Excess Funds.....                              | 12 |
| Transportation.....                                      | 10 |
| Tuition.....                                             | 12 |
| Signatures.....                                          | 11 |
| Solicitor and Auditor.....                               | 13 |
| South Central Trust Reserve Fund.....                    | 11 |
| Subsidy Allocation.....                                  | 10 |
| Withdrawal of Member School Districts.....               | 6  |

ARTICLES OF AGREEMENT  
FOR  
ESTABLISHMENT AND OPERATION  
OF THE  
CUMBERLAND PERRY AREA CAREER AND TECHNICAL CENTER

These amended ARTICLES OF AGREEMENT are made and entered into this 17th day of April, 2023, by and among the school districts of Big Spring, Camp Hill, Cumberland Valley, East Pennsboro, Greenwood, Mechanicsburg, Newport, Northern York, South Middleton, Susquenita, Upper Adams, West Perry, and West Shore of Cumberland, Perry, York, and Adams Counties, Pennsylvania.

**WHEREAS**, the school directors of the aforesaid Member School Districts desire to provide the best possible educational opportunities for the pupils of said Member School Districts; and **WHEREAS**, it has been ascertained that definite need has been established for secondary school pupils and adults to receive vocational and technical instruction; and

**WHEREAS**, it is recognized that an area vocational-technical school can be erected, equipped, and operated more equitably and economically on a cooperative basis; and

**WHEREAS**, it has been deemed desirable to provide vocational and technical education to secondary school pupils and adults in Cumberland, Perry, Adams, and York Counties;

**WHEREAS**, the Member School Districts have determined that the original Articles of Agreement dated January 17, 1967, as amended November 25, 1968, April 28, 1997, May 24, 2000, and January 22, 2007, as amended January 23, 2007, and October 29, 2009, shall be replaced with these amended Articles of Agreement; and

**NOW, THEREFORE, IT IS AGREED** by and among the said Member School Districts as follows:

## **ARTICLE 1**

### **1.1 Establishment, Name and Purpose**

The Member Board of the aforesaid Member School Districts, acting in concert with, and known as, the Cumberland Perry Area Career and Technical Center Board, do hereby establish the Cumberland Perry Area Career and Technical Center (CTC), which is to be operated for the benefit of secondary school pupils and adults who are residents of the Member School Districts. The vocational technical programs and academic courses taught at the CTC shall be determined by the Joint Operating Committee.

### **1.2 Effective Date and Term**

These Articles shall be effective and be renewed for a term beginning the later of July 1, 2033, or after all of the Member School Districts have approved the Articles of Agreement. These Articles shall remain in effect until:

(a) Each of the Member School Districts has acted, by affirmative vote of the majority of its Member Board, to terminate these Articles or;

(b) Ten (10) fiscal years have been completed since the effective date of the Articles and;

(c) These Articles are renewed for successive terms of ten years, which shall commence on the first day of the fiscal year following the last day of the initial term or succeeding terms. This clause will not be effective if any Member School District requests in writing to the Joint Operating Committee at least two fiscal years prior to the end of the initial term or any succeeding term that the Articles be terminated. If any Member School District so requests that the Articles be terminated, they will expire on the last day of the final fiscal year of the term. Even upon termination of the Articles, each Member School District shall continue to be obligated to pay its share of any unpaid indebtedness.

### **1.3 Definitions**

For the purpose of this agreement, the following definitions shall be used in the interpretation of this agreement:

(a) "Member School District" shall mean a school district whose board members have authorized the district, by resolution approved by a majority vote of the school directors, to become a party to this agreement.

(b) "Area Career and Technical Board" shall mean the several boards of school directors of all the member districts acting jointly.

(c) "Joint Operating Committee" shall mean the committee elected from among the member school boards to administer, supervise, and operate the CTC.

(d) "Long Term Indebtedness" shall mean all obligations of the CTC that are due and owing beyond the current fiscal year of the CTC.

(e) "Member Board" shall mean any Board of School Directors of the respective school districts that is a party to this agreement.

(f) "Quota" shall mean the number of resident students a member school district shall be entitled to send to the Cumberland Perry Area Career and Technical Center in any one year.

(g) "CTC" shall mean the Cumberland Perry Area Career and Technical Center.

## **ARTICLE 2**

### **2.1 Benefits and Privileges**

The Member School Districts that are parties to this agreement for the operation of the CTC shall be entitled to all benefits and privileges and subject to the state and federal laws governing the provision of career and technical education.

### **2.2 Addition of New Members**

School districts that are not Member School Districts at the time of the execution of this agreement, and that later elect to participate, may become parties to this agreement and thereupon become Member School Districts, upon the approval of Member School Districts, subject to such terms and conditions as the then Member School Districts shall determine. Such terms and conditions shall include, but not be limited to, the amount that such new district shall contribute to the cost for operation of the School and the amount it shall pay on account of capital obligations and Long Term Indebtedness.

### **2.3 Withdrawal of Member School Districts**

No Member School District may withdraw from the Articles of Agreement without the consent of each Member School District.

Notice of intention to withdraw must be given by a Member School District at least two (2) fiscal years prior to its planned withdrawal.

Any unpaid indebtedness incurred during its period of membership must continue to be paid by a withdrawing Member School District.

All capital assets which were purchased by a withdrawing Member School District shall be deemed abandoned in favor of the remaining Member School Districts at the time of withdrawal.

## **2.4 Dissolution**

In the event of the dissolution of the School by the Member Boards or by the PA Department of Education or otherwise, all capital assets shall be distributed among the then Member School Districts. All capital assets, including buildings, furniture, equipment, and land, shall be distributed based on a formula allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the Pupil Quota of each Member School District as of the date dissolution is approved.

## **ARTICLE 3**

### **3.1 Joint Operating Committee**

The Area Career and Technical Board delegates the affairs of operation, administration, and management of the School to the Joint Operating Committee appointed from among the directors of Member School Districts.

### **3.2 Joint Operating Committee Responsibility**

The operation, administration, and management of the CTC shall be directed by the Joint Operating Committee, which shall exercise all the rights and powers of the Area Career and Technical School Board to the extent permitted by law, unless herein specifically otherwise provided.

### **3.3 Joint Operating Committee Membership**

Each Member School District will be represented on the Joint Operating Committee by at least one director and not more than three directors, based on the Member School District's proportionate average daily membership in the CTC during the previous school year in the following manner:

| <u>Percent of ADM</u> | <u>Number of Members</u> |
|-----------------------|--------------------------|
| Below 10%             | One Member               |
| 10% to below 20%      | Two Members              |
| 20% and above         | Three Members            |

### **3.4 Joint Operating Committee Membership Selection and Term**

The Administrative Director shall inform the Member District Superintendents no later than December 1 annually of the number of Member School District board members that shall be represented on the Joint Operating Committee. The members of the Joint Operating Committee shall be appointed by the Member Boards at their annual reorganization meetings in December.

The term of appointment to the Joint Operating Committee shall begin in December and run for hold-over members until the organization meeting in December or until a successor Joint Operating Committee member is appointed. The length of term for a member of the Joint Operating Committee to represent the Member School District shall be determined by the Member Board.

### **3.5 Joint Operating Committee Officers and Terms**

The Joint Operating Committee shall hold its annual reorganization meeting in December, at which time a Chairperson and Vice Chairperson shall be elected to serve for a period of one year or until a successor is elected.

No person who is president of the Member Board represented by him/her shall serve simultaneously as Chairperson of the Joint Operating Committee nor shall the Chairperson come from the same Member School District for more than two successive terms.

At the May meeting, the Joint Operating Committee shall elect a Secretary, who shall be a non-school board member, to take office the first day of July for a four-year term.

At the May meeting, the Joint Operating Committee shall elect a Treasurer, who shall be a non-school board member, to take office the first day of July following such election and serve for a one-year term.

### **3.6 Joint Operating Committee Meeting**

The Joint Operating Committee shall meet at such time and place as may be agreed upon. A quorum shall consist of a majority of the members. The Joint Operating Committee shall act by a majority vote of the members present and voting. Any member of the Joint Operating Committee who shall be absent without valid excuse for two consecutive regular meetings may be replaced by the Member Board that he/she represents, at the request of the Joint Operating Committee. The agenda, minutes, and proceedings of all meetings shall be mailed to the members of the Joint Operating Committee and to the chief school administrators of all Member School Districts.

## **ARTICLE 4**

### **4.1 Professional Advisory Council**

A Professional Advisory Council to the School's Administrative Director shall be composed of the chief school administrator of each Member School District. The Professional Advisory Council duties shall include, but not be limited to, aspects of cooperation with Member School Districts for the purpose of making recommendations to the Joint Operating Committee and other aspects of cooperation with the Member School Districts in order that the objectives of the total educational program may be fully realized.

### **4.2 Local Advisory Committee**

The Joint Operating Committee shall appoint an advisory committee, composed of representatives of local trades, industry, business, the professions, research and educational agencies, and administrators of the Member School Districts. The Local Advisory Committee shall advise on such matters as the need for a particular program, laboratory, occupation, equipment, curriculum, labor and management coordination, business and industrial requirements, and/or selection of personnel.

### **4.3 Occupational Advisory Committee**

Occupational Advisory Committees shall be established by the Joint Operating Committee to advise on specific matters pertaining to a particular occupation or related group of occupations being taught or planned as a part of the curriculum.

The Joint Operating Committee will approve procedures to select members of the committees, to fix the duration of terms, to establish the number and size of committees, and to define their scope and purpose.

## **ARTICLE 5**

### **5.1 Expenses**

The Joint Operating Committee shall adopt, annually, a budget of such expenses deemed necessary for the proper and orderly operation of the CTC, prior to March 1<sup>st</sup>. Each Member School District shall pay the Treasurer 25% of the Member School District's estimated share of the budget on or before the tenth of July of each year, and on or before the tenth day of each third month thereafter. Expenses shall be divided among the Member School Districts in proportion to the average daily membership of students attending the CTC from each Member School District based on the average of the five local audited years immediately preceding the school year of budget preparation.

### **5.2 Budget Approval**

All operations of the CTC shall be within the limits of the adopted budget. Budget approval shall be by mail ballot or convention. Approval of each budget shall require an affirmative vote of two-thirds of the Member School Districts, provided that the vote of any Member Board shall be determined by a majority of all its members.

### **5.3 Transportation**

Each Member School District shall provide for free mandated transportation of pupils to and from the CTC, and each Member School District shall apply for and receive reimbursements on account of such transportation.

## **5.4 Subsidy Allocations**

State subsidies allocated to each Member School District based on average daily membership at the CTC shall be applied toward each individual district's cost. If such subsidies are paid directly to the CTC by the state, the CTC shall in turn remit the subsidies received to the individual Member School Districts.

## **5.5 Capital Reserve Fund**

The Joint Operating Committee may fund annually a Capital Reserve Fund not to exceed in any fiscal year an amount equal to ten percent (10%) of the general fund budget for the following year from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in the Capital Reserve Fund exceed ten percent (10%) of the budget for the following year, the excess funds shall be transferred to any designated fund established by the Joint Operating Committee, as provided in Section 5.7 or returned pro rata to the participating Member School Districts, provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in the Capital Reserve Fund. The monies in any Capital Reserve Fund may be expended by the CTC only for capital improvements, for replacement of and addition to improvements, and for deferred maintenance thereof, including replacement of and purchase of all furnishings and equipment. The monies in the Capital Reserve Fund shall be kept separate and apart from any other fund by the treasurer of the CTC, and the monies in the Capital Reserve Fund may be invested by the corporate authorities of the School in securities, legal for the investment of the sinking fund monies of the Capital Reserve Fund. The corporate authorities may sell any such securities and reinvest the monies in any securities or convert such securities into cash as the same may be needed for expenditure of the Capital Reserve Fund.

## **5.6 South Central Trust Reserve Fund**

The Joint Operating Committee may establish a South Central Trust Reserve Fund and annually reserve thereto certain amounts held in the South Central Trust Risk Sharing Pool for the purpose of accounting for amounts held by the South Central Trust in excess of calculated expected medical insurance claims as prepaid expenses, as may be reasonably determined on an annual basis by the Joint

Operating Committee, in consultation with the local auditor, following generally accepted accounting principles. The monies in the South Central Reserve Fund shall be used exclusively for the purpose of funding future medical insurance claims and related liabilities of the CTC as a member of the South Central Trust Risk Sharing Pool in accordance with the terms and conditions set forth in the South Central Trust Risk Sharing Pool Indenture.

### **5.7 Designated Funds**

The Joint Operating Committee may establish and fund annually any designated fund or funds which the Joint Operating Committee deems necessary and appropriate for the purpose of funding anticipated future liabilities of the Cumberland-Perry Area Career and Technical Center. Any such designated fund or funds shall be established by resolution, approved by a majority vote of the members of the Joint Operating Committee present and voting at a duly assembled meeting of the Joint Operating Committee, which resolution shall enumerate the specific and exclusive purposes for which monies held in any such designated fund may be expended. Any such designated fund or funds established and funded by the Joint Operating Committee pursuant to Section 5.7 shall not, in the aggregate, exceed any fiscal year an amount equal to twenty percent (20%) of the budget for the following year. The Joint Operating Committee may fund any such designated fund or funds from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in any such designated fund or funds exceed, in the aggregate, twenty percent (20%) of the budget for the following year, the excess shall be transferred to the Capital Reserve Fund, as provided in Section 5.5 or returned pro rata to the participating member school districts, as provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in any such designated fund or funds. The monies in any such designated fund or funds may be expended by the CTC exclusively for the purposes identified in the resolution adopted by the Joint Operating Committee establishing said fund. The monies in any such designated fund shall be kept separate and apart from any other fund by the treasurer of the CTC and the monies in said designated fund may be invested by the corporate authorities of the CTC in securities or convert such securities into cash as the same may be needed for expenditure of the designated fund.

### **5.8 Refund of Excess Funds to the Member School Districts**

Funds remaining at the end of the school year may be transferred to the Capital Reserve Fund or any other designated fund established by the Joint Operating Committee, not to exceed the limitations established for those respective funds. Excess funds are those funds remaining beyond the funds appropriated to the Capital Reserve Fund and designated funds. Excess funds shall be returned to the Member School Districts under the same formula that the Member School Districts remitted those funds to the CTC. Refunds to the Member School Districts shall be made at the end of the school year after completion and approval of the local audit and approval of the disposition of excess funds by the joint operating committee.

## **ARTICLE 6**

### **6.1 Pupil Quotas**

Annually before January 1, the Joint Operating Committee shall determine the school capacity for the coming year and before February 1 of each year assign a Quota for each Member School District on a ratio of average daily membership of resident pupils in grades 9, 10, and 11, in each Member School District to the total average daily membership of resident pupils in grades 9, 10, and 11 of all Member School Districts. Quotas to each Member School District may be subdivided for each course or department of the CTC if the Joint Operating Committee finds it necessary to do so. Any Quota assigned to each Member School District may be adjusted by the Joint Operating Committee as the need arises.

### **6.2 Pupil Selection**

The Joint Operating Committee shall admit students to the CTC in conformity with established rules, regulations, and procedures for admission and in cooperation with Member School District school authorities. Nomination of secondary pupils to the CTC shall be the responsibility of the Member School Districts.

### **6.3 Tuition**

Whenever the Joint Operating Committee finds that all resident pupils of Member School Districts seeking enrollment at the CTC have been enrolled and

there still remains room for further enrollment in the CTC, tuition students may be enrolled in accordance with the provisions of the School Code.

## **ARTICLE 7**

### **7.1 Authority Financing and Leases**

The Member School Districts do hereby authorize the Joint Operating Committee to enter into agreements on behalf of the Member School Districts with the State Public School Building Authority, municipal authorities, political subdivision, municipal corporations, public and private agencies, quasi-public agencies, authorities, non-profit corporations, and the Federal Government and its agents and instrumentalities to buy land, build, alter, lease, equip, and operate facilities for the School. The Member School Districts do hereby agree to take all necessary steps in order to create/maintain a joint municipal authority for the purpose of financing the acquisition of suitable sites and the erection and equipping of appropriate school buildings for the conduct of the vocational technical education program.

Long Term Indebtedness that is authorized by the Joint Operating Committee on behalf of the CTC shall be paid by the Member School Districts in the year in which such obligations become due and owning with each Member School District paying its proportionate share for each year allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the current year Pupil Quota. Any Member School District that chooses to no longer be a Member School District shall still be obligated to pay its portion of Long Term Indebtedness that was outstanding at the time the Member School District terminated participation in the CTC. The ongoing payment obligation of any departing Member School District shall be calculated based on the Average Daily Membership and Pupil Quotas for the Member School District during the last year of participation in the CTC.

## **ARTICLE 8**

### **8.1 Chief School Administrator**

The Chief School Administrator of the CTC shall be appointed for a term of two years by the Joint Operating Committee. The Chief School Administrator may

be the Executive Director of the Capital Area Intermediate Unit #15 or may be the Superintendent of one of the Member School Districts.

## **8.2 Administrative Director**

The Joint Operating Committee shall employ a Vocational Administrative Director as the School Administrator. His/her duties shall be determined by, and conform to, the school laws, regulations, and policies of the Pennsylvania Department of Education and by his/her agreement with the Joint Operating Committee.

## **8.3 Solicitor and Auditor**

The Joint Operating Committee shall have authority to appoint an attorney-at law to be its solicitor and a certified public accountant to be its auditor.

# **ARTICLE 9**

## **9.1 Amendment**

No change shall be made to these Articles of Agreement without the consent of each Member School District, first obtained by the affirmative vote of the majority of the Member Board of school directors thereof.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have caused these Articles of Agreement to be signed by the respective Presidents and attested by the respective Secretaries and their corporate seals affixed, as of the day and year first herein above written.

SEAL BIG SPRING SCHOOL DISTRICT

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

President

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

SEAL CAMP HILL SCHOOL DISTRICT

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

President

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

SEAL CUMBERLAND VALLEY SCHOOL DISTRICT

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

President  
Attest: \_\_\_\_\_  
SEAL EAST PENNSBORO SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL GREENWOOD SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL MECHANICSBURG AREA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
15  
SEAL NEWPORT SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL NORTHERN YORK SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SOUTH MIDDLETON SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SUSQUENITA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL UPPER ADAMS SCHOOL DISTRICT  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
SEAL WEST PERRY SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL WEST SHORE SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_

ARTICLES OF AGREEMENT  
FOR THE  
CUMBERLAND PERRY  
AREA CAREER AND  
TECHNICAL CENTER  
EFFECTIVE

April 17, 2023

TO

April 16, 2033

## Table of Contents

|                                                          |    |
|----------------------------------------------------------|----|
| Addition of New Members .....                            | 6  |
| Administrative Director .....                            | 13 |
| Amendment.....                                           | 13 |
| Authority Financing and Leases .....                     | 13 |
| Benefits and Privileges .....                            | 6  |
| Budget Approval.....                                     | 10 |
| Capital Reserve Fund.....                                | 10 |
| Chief School Administrator.....                          | 13 |
| Definitions.....                                         | 5  |
| Designation of Funds.....                                | 11 |
| Dissolution .....                                        | 4  |
| Effective Date and Term.....                             | 4  |
| Establishment, Name, and Purpose.....                    | 4  |
| Expenses .....                                           | 9  |
| JOC, Responsibility, Membership, Selection and Term..... | 7  |
| JOC Officers and Terms, JOC Committee Meeting .....      | 8  |
| Local Advisory.....                                      | 9  |
| Occupational Advisory .....                              | 9  |
| Professional Advisory.....                               | 9  |
| Pupil Quotas.....                                        | 12 |
| Pupil Selection .....                                    | 12 |
| Refund of Excess Funds.....                              | 12 |
| Transportation.....                                      | 10 |
| Tuition.....                                             | 12 |
| Signatures.....                                          | 11 |
| Solicitor and Auditor.....                               | 13 |
| South Central Trust Reserve Fund.....                    | 11 |
| Subsidy Allocation.....                                  | 10 |
| Withdrawal of Member School Districts.....               | 6  |

ARTICLES OF AGREEMENT  
FOR  
ESTABLISHMENT AND OPERATION  
OF THE  
CUMBERLAND PERRY AREA CAREER AND TECHNICAL CENTER

These amended ARTICLES OF AGREEMENT are made and entered into this 17th day of April, 2023 by and among the school districts of Big Spring, Camp Hill, Cumberland Valley, East Pennsboro, Greenwood, Mechanicsburg, Newport, Northern York, South Middleton, Susquenita, Upper Adams, West Perry, and West Shore of Cumberland, Perry, York, and Adams Counties, Pennsylvania.

**WHEREAS**, the school directors of the aforesaid Member School Districts desire to provide the best possible educational opportunities for the pupils of said Member School Districts; and **WHEREAS**, it has been ascertained that definite need has been established for secondary school pupils and adults to receive vocational and technical instruction; and

**WHEREAS**, it is recognized that an area vocational-technical school can be erected, equipped, and operated more equitably and economically on a cooperative basis; and

**WHEREAS**, it has been deemed desirable to provide vocational and technical education to secondary school pupils and adults in Cumberland, Perry, Adams, and York Counties;

**WHEREAS**, the Member School Districts have determined that the original Articles of Agreement dated January 17, 1967 as amended November 25, 1968, April 28, 1997, May 24, 2000, and January 22, 2007, as amended January 23, 2007 and October 29, 2009, shall be replaced with these amended Articles of Agreement; and

**NOW, THEREFORE, IT IS AGREED** by and among the said Member School Districts as follows:

## **ARTICLE 1**

### **1.1 Establishment, Name and Purpose**

The Member Board of the aforesaid Member School Districts, acting in concert with, and known as, the Cumberland Perry Area Career and Technical Center Board, do hereby establish the Cumberland Perry Area Career and Technical Center (CTC), which is to be operated for the benefit of secondary school pupils and adults who are residents of the Member School Districts. The vocational technical programs and academic courses taught at the CTC shall be determined by the Joint Operating Committee.

### **1.2 Effective Date and Term**

These Articles shall be effective and be renewed for a term beginning the later of July 1, 2033, or after all of the Member School Districts have approved the Articles of Agreement. These Articles shall remain in effect until:

(a) Each of the Member School Districts has acted, by affirmative vote of the majority of its Member Board, to terminate these Articles or;

(b) Ten (10) fiscal years have been completed since the effective date of the Articles and;

(c) These Articles are renewed for successive terms of ten years, which shall commence on the first day of the fiscal year following the last day of the initial term or succeeding terms. This clause will not be effective if any Member School District requests in writing to the Joint Operating Committee at least two fiscal years prior to the end of the initial term or any succeeding term that the Articles be terminated. If any Member School District so requests that the Articles be terminated, they will expire on the last day of the final fiscal year of the term. Even upon termination of the Articles, each Member School District shall continue to be obligated to pay its share of any unpaid indebtedness.

### **1.3 Definitions**

For the purpose of this agreement, the following definitions shall be used in the interpretation of this agreement:

(a) "Member School District" shall mean a school district whose board members have authorized the district, by resolution approved by a majority vote of the school directors, to become a party to this agreement.

(b) "Area Career and Technical Board" shall mean the several boards of school directors of all the member districts acting jointly.

(c) "Joint Operating Committee" shall mean the committee elected from among the member school boards to administer, supervise, and operate the CTC.

(d) "Long Term Indebtedness" shall mean all obligations of the CTC that are due and owing beyond the current fiscal year of the CTC.

(e) "Member Board" shall mean any Board of School Directors of the respective school districts that is a party to this agreement.

(f) "Quota" shall mean the number of resident students a member school district shall be entitled to send to the Cumberland Perry Area Career and Technical Center in any one year.

(g) "CTC" shall mean the Cumberland Perry Area Career and Technical Center.

## **ARTICLE 2**

### **2.1 Benefits and Privileges**

The Member School Districts that are parties to this agreement for the operation of the CTC shall be entitled to all benefits and privileges and subject to the state and federal laws governing the provision of career and technical education.

### **2.2 Addition of New Members**

School districts that are not Member School Districts at the time of the execution of this agreement, and that later elect to participate, may become parties to this agreement and thereupon become Member School Districts, upon the approval of Member School Districts, subject to such terms and conditions as the then Member School Districts shall determine. Such terms and conditions shall include, but not be limited to, the amount that such new district shall contribute to the cost for operation of the School and the amount it shall pay on account of capital obligations and Long Term Indebtedness.

### **2.3 Withdrawal of Member School Districts**

No Member School District may withdraw from the Articles of Agreement without the consent of each Member School District.

Notice of intention to withdraw must be given by a Member School District at least two (2) fiscal years prior to its planned withdrawal.

Any unpaid indebtedness incurred during its period of membership must continue to be paid by a withdrawing Member School District.

All capital assets which were purchased by a withdrawing Member School District shall be deemed abandoned in favor of the remaining Member School Districts at the time of withdrawal.

## **2.4 Dissolution**

In the event of the dissolution of the School by the Member Boards or by the PA Department of Education or otherwise, all capital assets shall be distributed among the then Member School Districts. All capital assets, including buildings, furniture, equipment, and land, shall be distributed based on a formula allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the Pupil Quota of each Member School District as of the date dissolution is approved.

## **ARTICLE 3**

### **3.1 Joint Operating Committee**

The Area Career and Technical Board delegates the affairs of operation, administration, and management of the School to the Joint Operating Committee appointed from among the directors of Member School Districts.

### **3.2 Joint Operating Committee Responsibility**

The operation, administration, and management of the CTC shall be directed by the Joint Operating Committee, which shall exercise all the rights and powers of the Area Career and Technical School Board to the extent permitted by law, unless herein specifically otherwise provided.

### **3.3 Joint Operating Committee Membership**

Each Member School District will be represented on the Joint Operating Committee by at least one director and not more than three directors, based on the Member School District's proportionate average daily membership in the CTC during the previous school year in the following manner:

| <u>Percent of ADM</u> | <u>Number of Members</u> |
|-----------------------|--------------------------|
| Below 10%             | One Member               |
| 10% to below 20%      | Two Members              |
| 20% and above         | Three Members            |

### **3.4 Joint Operating Committee Membership Selection and Term**

The Administrative Director shall inform the Member District Superintendents no later than December 1 annually of the number of Member School District board members that shall be represented on the Joint Operating Committee. The members of the Joint Operating Committee shall be appointed by the Member Boards at their annual reorganization meetings in December.

The term of appointment to the Joint Operating Committee shall begin in December and run for hold-over members until the organization meeting in December or until a successor Joint Operating Committee member is appointed. The length of term for a member of the Joint Operating Committee to represent the Member School District shall be determined by the Member Board.

### **3.5 Joint Operating Committee Officers and Terms**

The Joint Operating Committee shall hold its annual reorganization meeting in December, at which time a Chairperson and Vice Chairperson shall be elected to serve for a period of one year or until a successor is elected.

No person who is president of the Member Board represented by him/her shall serve simultaneously as Chairperson of the Joint Operating Committee nor shall the Chairperson come from the same Member School District for more than two successive terms.

At the May meeting, the Joint Operating Committee shall elect a Secretary, who shall be a non-school board member, to take office the first day of July for a four-year term.

At the May meeting, the Joint Operating Committee shall elect a Treasurer, who shall be a non-school board member, to take office the first day of July following such election and serve for a one-year term.

### **3.6 Joint Operating Committee Meeting**

The Joint Operating Committee shall meet at such time and place as may be agreed upon. A quorum shall consist of a majority of the members. The Joint Operating Committee shall act by a majority vote of the members present and voting. Any member of the Joint Operating Committee who shall be absent without valid excuse for two consecutive regular meetings may be replaced by the Member Board that he/she represents, at the request of the Joint Operating Committee. The agenda, minutes, and proceedings of all meetings shall be mailed to the members of the Joint Operating Committee and to the chief school administrators of all Member School Districts.

## **ARTICLE 4**

### **4.1 Professional Advisory Council**

A Professional Advisory Council to the School's Administrative Director shall be composed of the chief school administrator of each Member School District. The Professional Advisory Council duties shall include, but not be limited to, aspects of cooperation with Member School Districts for the purpose of making recommendations to the Joint Operating Committee and other aspects of cooperation with the Member School Districts in order that the objectives of the total educational program may be fully realized.

### **4.2 Local Advisory Committee**

The Joint Operating Committee shall appoint an advisory committee, composed of representatives of local trades, industry, business, the professions, research and educational agencies, and administrators of the Member School Districts. The Local Advisory Committee shall advise on such matters as the need for a particular program, laboratory, occupation, equipment, curriculum, labor and management coordination, business and industrial requirements, and/or selection of personnel.

### **4.3 Occupational Advisory Committee**

Occupational Advisory Committees shall be established by the Joint Operating Committee to advise on specific matters pertaining to a particular occupation or related group of occupations being taught or planned as a part of the curriculum.

The Joint Operating Committee will approve procedures to select members of the committees, to fix the duration of terms, to establish the number and size of committees, and to define their scope and purpose.

## **ARTICLE 5**

### **5.1 Expenses**

The Joint Operating Committee shall adopt, annually, a budget of such expenses deemed necessary for the proper and orderly operation of the CTC, prior to ~~December 15th~~ March 1<sup>st</sup>. Each Member School District shall pay the Treasurer 25% of the Member School District's estimated share of the budget on or before the tenth of July of each year, and on or before the tenth day of each third month thereafter. Expenses shall be divided among the Member School Districts in proportion to the average daily membership of students attending the CTC from each Member School District based on the average of the five local audited years immediately preceding the school year of budget preparation.

### **5.2 Budget Approval**

All operations of the CTC shall be within the limits of the adopted budget. Budget approval shall be by mail ballot or convention. Approval of each budget shall require an affirmative vote of two-thirds of the Member School Districts, provided that the vote of any Member Board shall be determined by a majority of all its members.

### **5.3 Transportation**

Each Member School District shall provide for free mandated transportation of pupils to and from the CTC, and each Member School District shall apply for and receive reimbursements on account of such transportation.

#### **5.4 Subsidy Allocations**

State subsidies allocated to each Member School District based on average daily membership at the CTC shall be applied toward each individual district's cost. If such subsidies are paid directly to the CTC by the state, the CTC shall in turn remit the subsidies received to the individual Member School Districts.

#### **5.5 Capital Reserve Fund**

The Joint Operating Committee may fund annually a Capital Reserve Fund not to exceed in any fiscal year an amount equal to ten percent (10%) of the general fund budget for the following year from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in the Capital Reserve Fund exceed ten percent (10%) of the budget for the following year, the excess funds shall be transferred to any designated fund established by the Joint Operating Committee, as provided in Section 5.7 or returned pro rata to the participating Member School Districts, provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in the Capital Reserve Fund. The monies in any Capital Reserve Fund may be expended by the CTC only for capital improvements, for replacement of and addition to improvements, and for deferred maintenance thereof, including replacement of and purchase of all furnishings and equipment. The monies in the Capital Reserve Fund shall be kept separate and apart from any other fund by the treasurer of the CTC, and the monies in the Capital Reserve Fund may be invested by the corporate authorities of the School in securities, legal for the investment of the sinking fund monies of the Capital Reserve Fund. The corporate authorities may sell any such securities and reinvest the monies in any securities or convert such securities into cash as the same may be needed for expenditure of the Capital Reserve Fund.

#### **5.6 South Central Trust Reserve Fund**

The Joint Operating Committee may establish a South Central Trust Reserve Fund and annually reserve thereto certain amounts held in the South Central Trust Risk Sharing Pool for the purpose of accounting for amounts held by the South Central Trust in excess of calculated expected medical insurance claims as prepaid expenses, as may be reasonably determined on an annual basis by the Joint

Operating Committee, in consultation with the local auditor, following generally accepted accounting principles. The monies in the South Central Reserve Fund shall be used exclusively for the purpose of funding future medical insurance claims and related liabilities of the CTC as a member of the South Central Trust Risk Sharing Pool in accordance with the terms and conditions set forth in the South Central Trust Risk Sharing Pool Indenture.

### **5.7 Designated Funds**

The Joint Operating Committee may establish and fund annually any designated fund or funds which the Joint Operating Committee deems necessary and appropriate for the purpose of funding anticipated future liabilities of the Cumberland-Perry Area Career and Technical Center. Any such designated fund or funds shall be established by resolution, approved by a majority vote of the members of the Joint Operating Committee present and voting at a duly assembled meeting of the Joint Operating Committee, which resolution shall enumerate the specific and exclusive purposes for which monies held in any such designated fund may be expended. Any such designated fund or funds established and funded by the Joint Operating Committee pursuant to Section 5.7 shall not, in the aggregate, exceed any fiscal year an amount equal to twenty percent (20%) of the budget for the following year. The Joint Operating Committee may fund any such designated fund or funds from appropriations made for any particular purpose that may not be needed or from surplus monies in the general fund at the end of the fiscal year. In any fiscal year in which the funds remaining in any such designated fund or funds exceed, in the aggregate, twenty percent (20%) of the budget for the following year, the excess shall be transferred to the Capital Reserve Fund, as provided in Section 5.5 or returned pro rata to the participating member school districts, as provided in Section 5.8 herein. The CTC shall annually show in its budget the amount of monies in any such designated fund or funds. The monies in any such designated fund or funds may be expended by the CTC exclusively for the purposes identified in the resolution adopted by the Joint Operating Committee establishing said fund. The monies in any such designated fund shall be kept separate and apart from any other fund by the treasurer of the CTC and the monies in said designated fund may be invested by the corporate authorities of the CTC in securities or convert such securities into cash as the same may be needed for expenditure of the designated fund.

### **5.8 Refund of Excess Funds to the Member School Districts**

Funds remaining at the end of the school year may be transferred to the Capital Reserve Fund or any other designated fund established by the Joint Operating Committee, not to exceed the limitations established for those respective funds. Excess funds are those funds remaining beyond the funds appropriated to the Capital Reserve Fund and designated funds. Excess funds shall be returned to the Member School Districts under the same formula that the Member School Districts remitted those funds to the CTC. Refunds to the Member School Districts shall be made at the end of the school year after completion and approval of the local audit and approval of the disposition of excess funds by the joint operating committee.

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### **6.1 Pupil Quotas**

Annually before January 1, the Joint Operating Committee shall determine the school capacity for the coming year and before February 1 of each year assign a Quota for each Member School District on a ratio of average daily membership of resident pupils in grades 9, 10, and 11, in each Member School District to the total average daily membership of resident pupils in grades 9, 10, and 11 of all Member School Districts. Quotas to each Member School District may be subdivided for each course or department of the CTC if the Joint Operating Committee finds it necessary to do so. Any Quota assigned to each Member School District may be adjusted by the Joint Operating Committee as the need arises.

### **6.2 Pupil Selection**

The Joint Operating Committee shall admit students to the CTC in conformity with established rules, regulations, and procedures for admission and in cooperation with Member School District school authorities. Nomination of secondary pupils to the CTC shall be the responsibility of the Member School Districts.

### **6.3 Tuition**

Whenever the Joint Operating Committee finds that all resident pupils of Member School Districts seeking enrollment at the CTC have been enrolled and

there still remains room for further enrollment in the CTC, tuition students may be enrolled in accordance with the provisions of the School Code.

## **ARTICLE 7**

### **7.1 Authority Financing and Leases**

The Member School Districts do hereby authorize the Joint Operating Committee to enter into agreements on behalf of the Member School Districts with the State Public School Building Authority, municipal authorities, political subdivision, municipal corporations, public and private agencies, quasi-public agencies, authorities, non-profit corporations, and the Federal Government and its agents and instrumentalities to buy land, build, alter, lease, equip, and operate facilities for the School. The Member School Districts do hereby agree to take all necessary steps in order to create/maintain a joint municipal authority for the purpose of financing the acquisition of suitable sites and the erection and equipping of appropriate school buildings for the conduct of the vocational technical education program.

Long Term Indebtedness that is authorized by the Joint Operating Committee on behalf of the CTC shall be paid by the Member School Districts in the year in which such obligations become due and owning with each Member School District paying its proportionate share for each year allocating seventy-five (75%) percent to the ten-year Average Daily Membership and twenty-five (25%) to the current year Pupil Quota. Any Member School District that chooses to no longer be a Member School District shall still be obligated to pay its portion of Long Term Indebtedness that was outstanding at the time the Member School District terminated participation in the CTC. The ongoing payment obligation of any departing Member School District shall be calculated based on the Average Daily Membership and Pupil Quotas for the Member School District during the last year of participation in the CTC.

## **ARTICLE 8**

### **8.1 Chief School Administrator**

The Chief School Administrator of the CTC shall be appointed for a term of two years by the Joint Operating Committee. The Chief School Administrator may

be the Executive Director of the Capital Area Intermediate Unit #15 or may be the Superintendent of one of the Member School Districts.

## **8.2 Administrative Director**

The Joint Operating Committee shall employ a Vocational Administrative Director as the School Administrator. His/her duties shall be determined by, and conform to, the school laws, regulations, and policies of the Pennsylvania Department of Education and by his/her agreement with the Joint Operating Committee.

## **8.3 Solicitor and Auditor**

The Joint Operating Committee shall have authority to appoint an attorney-at law to be its solicitor and a certified public accountant to be its auditor.

# **ARTICLE 9**

## **9.1 Amendment**

No change shall be made to these Articles of Agreement without the consent of each Member School District, first obtained by the affirmative vote of the majority of the Member Board of school directors thereof.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have caused these Articles of Agreement to be signed by the respective Presidents and attested by the respective Secretaries and their corporate seals affixed, as of the day and year first herein above written.

SEAL BIG SPRING SCHOOL DISTRICT

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

President

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

SEAL CAMP HILL SCHOOL DISTRICT

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

President

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

SEAL CUMBERLAND VALLEY SCHOOL DISTRICT

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

President  
Attest: \_\_\_\_\_  
SEAL EAST PENNSBORO SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL GREENWOOD SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL MECHANICSBURG AREA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
15  
SEAL NEWPORT SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL NORTHERN YORK SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SOUTH MIDDLETON SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL SUSQUENITA SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL UPPER ADAMS SCHOOL DISTRICT  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
SEAL WEST PERRY SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_  
SEAL WEST SHORE SCHOOL DISTRICT  
By: \_\_\_\_\_  
President  
Attest: \_\_\_\_\_



## **CAMP Silver Spring Program**

I am writing to formally request a waiver of facility usage fees from the Cumberland Valley School District for the utilization of district school facilities during our eight-week summer camp program in 2027. This request is of critical importance to our operational budget and directly impacts the financial well-being of our local families. Accounting for these facility fees would necessitate a substantial increase in camp tuition, thereby shifting an undue financial burden onto our residents and district taxpayers. Based on the estimated fees provided, totaling \$17,900 for just the initial three weeks of the 2026 camp, our program would be forced to absorb an unsustainable budgetary increase of approximately \$6,000 per week.

I would like to outline our CAMP Silver Spring program below.

### **I. Mission & Vision**

- **Our Mission:** To provide a secure, inclusive, and enriching environment where school-aged children can thrive, learn, and grow throughout the summer months while offering dependable, high-quality support to working families.
- **Our Vision:** To serve as a pillar of youth development in our community, ensuring every child has access to safe spaces, positive mentorship, and memorable summer experiences that build confidence, character, and lifelong skills.

### **II. Program Reach & Children We Serve**

- **Program overview:** For the past 9 summers, we've proudly offered an affordable 8-week summer camp for Silver Spring Township residents, welcoming 820 children ages 5-12 at just \$200 per week.
- **Community:** 770 children (93.9%) are residents of the Cumberland Valley School District (CVSD), demonstrating our direct commitment to serving local families and keeping community infrastructure dedicated to community youth.
- **Inclusion & Accessibility:** We proudly accept and welcome campers of all intellectual and physical abilities. Over the years, we have successfully integrated and supported many campers alongside their personal assistants, ensuring every child experiences a barrier-free, supportive summer.
- **Facility:** Utilizing trusted, familiar school facilities to provide a secure environment that keeps children out of unsupervised settings, offering working parents absolute peace of mind during the workday.

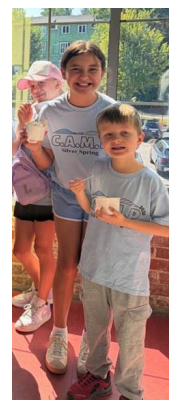
### III. Dynamic Field Trips & Experiential Learning

- Designed to blend recreation, education, and social exploration, our program features engaging field trips to cultural outings, nature parks, science centers, and team-building excursions. Alongside these experiences, guest speakers and carefully planned activities are incorporated to encourage curiosity, independence, and peer bonding among participants.
  - **Featured Field Trips:**
    - **Huntsdale Fish Hatchery:** Hands-on environmental and natural science exploration where campers learn about local aquatic wildlife, conservation, and ecosystem management.
    - **The Whitaker Center for Science and the Arts:** Hands-on STEM learning through interactive science exhibits and engaging discovery spaces.
  - **Community Guest Speakers:**
    - **Pennsylvania Game Commission:** Wildlife education presentations featuring interactive learning about local nature, conservation, and native habitats.
    - **Local Police Department:** Community safety demonstrations, positive youth-officer mentoring, and K-9 unit visits that build trust and civic awareness.



### IV. Success Stories & Longitudinal Outcomes

- **Finding Confidence One Week at a Time:** Prior to the season, our camp director and supervisor partnered with the parents of a young camper with autism to create a customized support plan. After a typical adjustment period during the first week, staff focused on building trust, resulting in meaningful progress: by week two, he was connecting with peers, and by week four, he was eagerly participating in group games, arts and crafts, and new challenges. His remarkable transformation stands as a powerful testament to how patience, tailored support, and positive mentorship empower children of all abilities to thrive at their own pace.
- **Building Lifelong Confidence:** Countless testimonials from parents noting how shy children blossomed into confident leaders, overcoming fears through team challenges and supportive camp traditions.



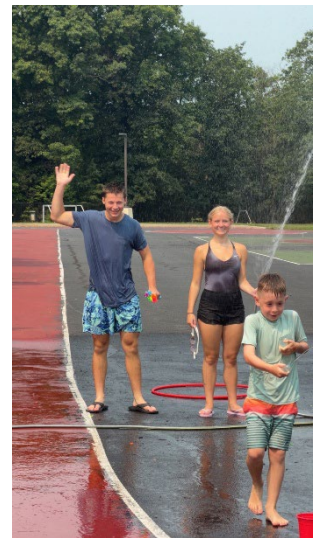
*“Having all three of our boys attend camp was an incredible experience for our family. The camp leaders and staff were absolutely amazing—they created a fun, welcoming, and supportive environment where the kids made great friends, built confidence, and came home with unforgettable memories. We’re so grateful for everything they do and can’t wait for next year!”*

*- Saad Family*

- **Multi-Year Retention:** High rates of campers returning summer after summer, with many former campers eventually transitioning into junior helpers and camp counselors, creating a complete cycle of community mentorship.

## **V. Exceptional Counselor Background & Leadership**

- **Mutual Community Impact:** While our program provides unforgettable summer experiences and growth for campers, it simultaneously serves as a valuable professional development ground, offering current teachers and soon-to-be educators hands-on leadership experience in a dynamic environment.
- **Educator-Led Leadership:** Many of our camp counselors are certified professional teachers or currently enrolled in college degree programs studying education, bringing professional classroom expertise, patience, and advanced youth development strategies directly to the camp environment.
- **Comprehensive Training:** Staff undergo thorough background checks, first aid and CPR certifications, and safety training prior to day one of camp.
- **Role Models and Mentors:** A diverse, professional team dedicated to fostering an atmosphere of mutual respect, emotional safety, and inclusion, ensuring every child feels seen, valued, and protected.



Thank you for your time, consideration, and continued partnership in serving our community's youth. We deeply appreciate the Cumberland Valley School District's role in helping us provide a safe, accessible, and enriching summer for local families, and we welcome the opportunity to discuss this request further.

Sincerely,

*Tess A Croy*

Tess Croy  
Parks & Recreation Manager