

Northgate School District

Book	Policy Manual
Section	000 Local Board Procedures
Title	Organization
Code	005
Status	First Reading
Adopted	September 15, 2008

Organization Meeting

The **school directors** shall meet and organize annually during the first week of December. Notice of the time and place of the organization meeting shall be given to all **school directors** by mail at least five (5) days before the meeting by the Board Secretary. The organization meeting shall be a regular meeting. [1][2][3][4]

Order

The organization meeting shall be called to order by the current President or Vice-President of the outgoing Board, or any hold-over member of the Board. A temporary President shall be elected from among the hold-over members of the Board. The Board Secretary shall be secretary of the meeting. In an election year, the certificates of election or appointment of all new **school directors** shall be read, and a list shall be prepared of the legally elected or appointed and qualified **school directors**. [2][5]

At the organization meeting, the temporary President may administer the oath or affirmation of office to those **school directors** who have not previously taken and subscribed to the same. [2][6]

Officers

Election of officers shall be by a majority vote of those present and voting. Where no such majority is achieved on the first ballot, a second ballot shall be cast for the two (2) candidates who received the greatest number of votes.

1. The school directors shall annually, during the first week of December, elect from their members a President and Vice-President who shall serve for one (1) year. [3]

2. The school directors shall annually, during the month of May, elect a Treasurer who shall serve for one (1) year beginning the first day of July after such election. The Treasurer may be a corporation duly qualified and legally authorized to transact a fiduciary business in the Commonwealth, and may be a member of the Board. [3]

The Treasurer shall not enter upon official duties until furnishing bond in accordance with law and with Board approval. The Treasurer shall be compensated in the manner and at the rate determined by the Board.[7][8][9]

3. The school directors shall, during the month of May in every fourth year, elect a Secretary who shall serve a term of four (4) years beginning the first day of July following such election, and may be a member of the Board. [3]

The Secretary shall not enter upon official duties until furnishing bond in accordance with law and with Board approval. The Secretary shall be compensated in the manner and at the rate determined by the Board.[9][10][11]

Vacancies in any office shall be filled by Board election, such officers shall serve for the remainder of the unexpired term.

The same school director may not hold more than one (1) office of the Board. No commissioned officer or professional employee of the Board shall serve, temporarily or permanently, as an officer of the Board.

[3][12]

Officers of the Board may only be removed from such office, during the designated term of office, after receiving notification of the reason for removal and the opportunity for a hearing before the Board, in accordance with applicable law.[13][14]
[15]

Appointments

The Board shall have the authority to appoint:

1. A tax collector, where a tax collector is not elected to collect taxes, there is a vacancy, or an elected tax collector refuses to qualify. [16][17]
2. Solicitor. [12][18]
3. Independent auditor. [20]
4. Delegates to a state convention or association of school directors. [21]

5. Other appointments the Board deems necessary.

Appointees of the Board may be removed from such appointment in accordance with the terms of a contract or provisions of applicable law.[15]

Contact With Solicitor

For the effective use of time and budgetary funds, Board members or administrators shall have clearance from the Board President or Superintendent respectively, if there is a need to contact the solicitor for legal counsel or commentary. If authorization is denied, any Board member has the right to petition the full Board, at its next regular meeting, for such authorization.

Duties

President -

The President shall preside at Board meetings, shall perform all duties imposed by the statutes, and shall perform such other duties as may be prescribed by law or by action of the Board.[4]
[21]

The President shall:

1. Decide, at Board meetings, the questions of order.
2. Have the same right as other Board members to discuss questions and to vote on issues.
3. Appoint, or provide for the election of, all committees of the Board unless otherwise directed by the Board, and shall be an ex-officio member of all committees.
4. Call special meetings of the Board.
5. Sign official district documents that require the signature of the President's office.

Vice-President -

The Vice-President shall have the power and duties of the President in the absence or during the disability of the President, and such other powers and duties as the Board may from time to time determine.[22]

Resolutions

The Board may at the organization meeting, but shall prior to July 1 next following, designate:

1. Depositories for school funds.[22]

2. Newspaper(s) of general circulation as defined in law.[23]
3. Normal day, place and time for regular meetings.[4]
4. Normal day, place and time for open committee meetings.

Board Committees

When specifically charged to do so by the Board, committees of Board members shall conduct studies, make recommendations, and act in an advisory capacity, but shall not take action on behalf of the Board.

Committees shall not include a majority of the membership of the Board.

Committee Appointments -

Prior to the reorganization meeting in December, all Board members will be provided with a copy of the various functions and responsibilities of each standing committee. Refinements will be made as agreed upon by the entire Board. The Board President shall appoint the committees and their chairpersons.

Standing committees, as established in this policy, shall perform a continuing function and remain in existence permanently unless altered by the Board. The usual function of the committee shall be to investigate a specific subject or area, and report periodically to the full Board.

Ad hoc committees will be established by the President to investigate special areas or issues.

No item in this policy shall relieve the Board member or the administration of responsibilities set forth by law.

The designation of the chairperson and committee assignments shall be determined by the Board President.

A member may request or refuse appointment to a committee.

Refusal to serve on any one committee shall not be grounds for failure to appoint a member to another committee.

Conferring With the Superintendent -

From time to time, the chairperson of the standing committees and the Superintendent shall confer on matters relative to the respective committee. The committee members and chairperson will determine the modus operandi for conducting business appropriate to their respective

committee. The Superintendent shall establish the agenda for committee meetings and take appropriate action to implement the decision of the Board regarding the various standing committees, and utilize the counsel of the committee chairperson, when appropriate.

Committee Chairperson -

Each Board committee shall be convened by a chairperson, who shall report for the committee, prepare minutes of open committee meetings, and be appointed by the President.

The committee chairperson shall be responsible for seeing that:

1. Realistic goals and timelines are mutually established with the Superintendent and committee members.
2. An agenda and all work papers are developed and provided for all committee members in advance of the meeting.
3. All Board members and the Superintendent are duly informed of the committee's progress and activities.
4. An evaluation of the committee's progress and effectiveness is completed.
5. Reports to the Board are thorough but as brief as possible.

Standing Committees -

The President may appoint members of the Board to the following standing committees, where they shall serve a term of one (1) year:

1. **District Operations**
2. **Student Affairs**

Ad Hoc Committees -

Ad hoc committees may be created, charged, and assigned a fixed termination date, which may be extended by the President.

The ad hoc committees of the Board are:

1. Negotiations.
2. Northern Area Special Purpose Schools.

3. Legislative.
4. Food Service.
5. Transportation.

The Negotiations Committee shall attend to the following responsibilities:

1. Coordinate, monitor and comply with legal regulations concerning the formation of authorized employee collective units for negotiations.
2. Directly, or through a Board approved and appointed agent, receive, review and analyze proposals for terms and conditions of employment for such employee groups.
3. Provide the Board with relevant information and knowledge concerning such proposals and meet with the Board in closed session to receive Board direction, definition and limitations regarding response to such procedures and status with the Board.
4. Review all employee proposals with the Superintendent and members of the administrative staff prior to making counter proposals, and during the process of negotiations to safeguard the administrative and managerial prerogatives and integrity of the district.
5. Function under the clear caveat that under no circumstances is the Negotiations Committee or liaison for the Board empowered to extend, modify, interpret or restrict any of the laws or rules affecting public education, nor shall the committee enter into any agreement restricting, reducing, limiting and in any way modifying the statutory powers, discretionary or otherwise, granted to the Board by law and accepted as the primary obligation and responsibility of each Board member as a sworn official acting under the clear understanding that the Board is an instrumentality of the government of the state. The committee shall clearly inform employee organizations of this underlying principle and philosophy of the negotiations process.
6. May engage, with prior Board knowledge and approval regarding any incurred costs, in the process of negotiations or seek advice, counsel, or participation from the Superintendent and/or any of the designated administrative personnel, Board attorney, Pennsylvania School Boards Association, or other public or private negotiations services.
7. Conduct its business in closed session and report publicly only on those matters which are complete and which will not have a negative or deleterious effect upon the Board's position in the various aspects of collective negotiations.
8. Receive, as need is required, directions from the full Board. Upon termination of the negotiations with each unit, the full Board shall have an opportunity to review the tentative written agreement reached by the Board's negotiations team prior to a call for ratification (it is suggested at least a week's advance opportunity to review the tentative written

agreement).

9. Salary, administration policy and schedule for the administrative staff shall be determined by the Negotiations and/or Finance Committee, as determined by the President with advice and counsel from the Superintendent, and submitted to the Board for their review and consideration prior to the June public Board meeting.
10. Form a close liaison between the Superintendent and the Board. Work closely with the Superintendent giving advice and counsel on matters pertaining to teachers and other employees and hear any employee's grievance and/or due process local agency hearings.
11. Review and recommend changes or offer new policies, rules and regulations governing employees.

The Northern Area Special Purpose Schools Committee shall attend to the following responsibilities:

1. Attend committee meetings on a regular basis and make periodic reports to the Board on committee work.
2. Report on a monthly basis the business and issues involving the Northern Area Special Purpose Schools Committee.
3. In conjunction with the Superintendent, recommend to the Board the approval of the Northern Area Special Purpose Schools budget.

The Legislative Liaison shall attend to the following responsibilities:

1. Keep abreast of any proposed legislation that may dramatically impact the district and report to the Board with possible action to take.
 2. Serve as the Board liaison for the assigned intermediate unit and PSBA legislative groups.
- [25]

NOTES:

Duties of President - 24 P.S. 426, 427

Vice-President - 24 P.S. 428

Secretary - 24 P.S. 433

Treasurer - 24 P.S. 439, 440, 442

Solicitor - 24 P.S. 406

Solicitors, Superintendents and/or Board Secretaries may not administer oaths of office, unless the individual is also a Notary Public.

Legal

1. 24 P.S. 401
2. 24 P.S. 404
3. 24 P.S. 421
4. 24 P.S. 426
5. 24 P.S. 402
6. 24 P.S. 436
7. 24 P.S. 438
8. Pol. 811
9. 24 P.S. 431
10. 24 P.S. 432
12. Pol. 006
13. 24 P.S. 508
14. 24 P.S. 683
15. 24 P.S. 1410
16. 24 P.S. 324
17. 24 P.S. 406
18. 24 P.S. 2401
19. 24 P.S. 516
21. 24 P.S. 427
22. 24 P.S. 428
23. 24 P.S. 621
24. 24 P.S. 106
25. Pol. 914
- 24 P.S. 434
26. PA Const. Art. VI Sec. 7

Northgate School District

Book	Policy Manual
Section	300 Employees
Title	Employment Contract/Board Resolution
Code	308 Vol VI 2024
Status	First Reading
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Authority

The Board has the authority under law to prescribe employment conditions for district personnel.
[1][2][3][4][5]

For the mutual benefit and protection of the district and its employees, the Board directs that, as the policy of this school district:

1. Professional employees, as defined in the School Code, shall sign an employment contract upon employment, which shall continue in force unless terminated by the employee by written resignation presented sixty (60) days in advance or terminated by the Board in accordance with law. The contract shall specify those issues required by law.[5][6]
2. Temporary professional employees, upon attaining tenure status, shall sign a contract for professional employees.[7][8]
3. Noncertificated administrative and support employees shall be employed through a contract or Board resolution.[1][2][3]

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

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

Definition

Resignation - a voluntary termination of employment with the district initiated by the employee, and includes resignations in lieu of termination, negotiated resignations, resignations for purposes of retirement and all other forms of voluntary termination of employment, in accordance with applicable law, regulations and Board policy.

Guidelines

Resignations

All district employees shall submit a written, dated and signed resignation, with required prior notice, to the Superintendent or designee in order to terminate an employment contract or Board resolution with the district. The resignation must specify the date upon which the resignation will be effective.

All resignations submitted by district employees shall comply with the terms specified in the applicable employment contract.

Professional employees shall submit a resignation notice at least sixty (60) days prior to the resignation's effective date, in accordance with law and Board policy.[5][6]

Noncertificated administrative and support employees shall submit a resignation notice at least two (2) weeks prior to the resignation's effective date.

Delegation of Responsibility

The Board authorizes the Superintendent or designee to accept all district employee resignations on behalf of the Board. The Superintendent or designee shall report all employee resignations and their acceptance at the next regular Board meeting. A resignation accepted by the Superintendent or designee is irrevocable, absent Board action to the contrary.

The Superintendent may submit their resignation to the Board President. The Board shall take official action on acceptance of the resignation, in accordance with the terms specified in the Superintendent's written contract. The Superintendent's resignation shall be irrevocable once accepted by action of the Board. [9][10]

NOTES:

Conditional employment – 24 P.S. 1109.2

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