

# **OCTORARA AREA SCHOOL DISTRICT**

## **WORK SESSION**

**February 12, 2024 – 7:00 p.m.**  
**Jr. High School Multi-Purpose Room**

### **DISCUSSION GUIDE**

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Visitors' Comments – Agenda Items Only
5. Presentations
  - A. CTE Month
  - B. Comprehensive Plan Meeting
6. Information Items
7. Presentation of Agenda Items for the February 20, 2024 Regular Monthly Public Meeting:
  - A. That the Octorara Board of School Directors approve the Services Proposal with Premium Power for maintenance on the District generators at a semi-annual cost of \$3,834.
  - B. That the Octorara Board of School Directors approve the Client Assignment Confirmation with Soliant Health, LLC for Speech Language Pathologist services at a rate of \$92 per hour effective February 5, 2024 through June 5, 2024.
  - C. That the Octorara Board of School Directors approve the 2023-2024 Agriculture and Youth grant in the amount of \$7,500 to purchase three Miller Multimatic 235 Multiprocess Welders for the Mechanical Systems Technology Program.
  - D. That the Octorara Board of School Directors approve the 2024-2025 Legal Services Representation Agreement between Sweet, Stevens, Katz & Williams LLP and the Octorara Area School District for Special Education Services.
  - E. That the Octorara Board of School Directors approve the following bus drivers for Althouse Transportation for the 2023-2024 school year:  
Laura Hancock, Bus #17
  - F. That the Octorara Board of School Directors approve the following policies, second reading:  
101 *Mission Statement/Vision Statement/Shared Values*  
200 *Enrollment of Students*  
254 *Educational Opportunity for Military Children*  
819 *Suicide Awareness, Prevention and Response*

#### **Resignation Approvals:**

- G. That the Octorara Board of School Directors accept the resignation of Ms. Lisa Rohrer as a long-term substitute Second Grade Teacher at the Octorara Primary Learning

Center effective February 5, 2024 pending the return of Megan Clarke from Child Rearing Leave. Ms. Rohrer will return to her previous position as an Instructional Assistant at the Primary Learning Center. (Originally approved to be a long-term substitute through the end of the 2023-2024 school year.)

- H. That the Octorara Board of School Directors accept the resignation of Mr. Brian Hood as a Math Teacher at the Octorara Jr./Sr. High School effective TBD. (Hired June 20, 2022)
- I. That the Octorara Board of School Directors accept the resignation of Mr. Anthony Ross as an Assistant Football Coach at the Octorara Jr./Sr. High School effective January 18, 2024. Mr. Ross will continue as a volunteer football coach. (Hired for the 2022-2023 school year.)
- J. That the Octorara Board of School Directors accept the resignation of Mr. Andy Johnson as a Jr. High Track Coach at the Octorara Jr./Sr. High School effective January 23, 2024. (Hired for the 2019-2020 school year.)

Hiring Approvals:

- K. That the Octorara Board of School Directors approve Ms. Mary Beth St. John as a long-term substitute Sixth Grade Teacher at the Octorara Intermediate School effective February 22, 2024 through the end of the 2023-2024 school year pending completion of employee related documents required by law and the District. Ms. St. John's rate will be \$150 per day. (Replacing Caitlin Cracchiolo who will be on child rearing leave.)
- L. That the Octorara Board of School Directors approve Ms. Stephanie Klingler as a Food Service Employee effective January 11, 2024 pending completion of employee related documents required by law and the District. Ms. Klingler's rate will be \$16.00 per hour for five hours per day. (Replacing Amy Bess who resigned.)
- M. That the Octorara Board of School Directors approve Ms. Elisa Van Zyl as a Human Resources Intern effective February 6, 2024 through June 28, 2024 pending completion of employee related documents required by law and the District. Ms. Van Zyl's rate will be \$15.00 per hour for 30 hours per week.
- N. That the Octorara Board of School Directors approve the following Athletic Game Worker for the 2023-2024 school year:  
Sean Foster

- O. That the Octorara Board of School Directors approve the following supplemental contracts for the 2023-2024 school year:

|                |                                   |               |         |
|----------------|-----------------------------------|---------------|---------|
| Christina Ruth | Head Jr. High Track Coach         | 4 pts @ \$620 | \$2,480 |
| Kenneth Baker  | Middle School Asst Softball Coach | 3 pts @ \$620 | \$1,860 |

- P. That the Octorara Board of School Directors approve the following change in salary due to graduate credits earned:

|                 |   |                |
|-----------------|---|----------------|
| Allison Venini  | From M+30 (\$77,569) to M+45 (\$80,499) | Step 8 to MAX  |
| Samantha Norris | From B+15 (\$59,139) to M (\$61,203)    | Step 16 to MAX |
| Helena Talley   | From M+15 (\$68,900) to M+30 (\$70,960) | Step 13 to MAX |

- 8. Education Committee Report
- 9. Policy Committee Report
- 10. Facility Committee Report

11. Other Items/Concerns
  - A. Discussion on filling the vacant Board position

12. Visitors' Comments – General

13. Administrator Comments/Announcements

14. Board Comments

15. Adjournment

Policy/Facility Committee Meeting – Monday, February 12, 2024 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

Executive Session for Personnel and Negotiations - Monday, February 12 2024 – Prior to the Work Session in room 102 at the Jr. High School

Finance Committee Meeting – Tuesday, February 20, 2024 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

Next regularly scheduled Board Meeting – Tuesday, February 20, 2024 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

Education Committee Meeting – Monday, February 26, 2024 – 6:00 p.m. in the Jr. High School Multi-Purpose Room



November 16, 2023

Mr. Jim Durborow  
Octorara School District  
228 Highland Rd  
Atglen, PA 19310

### **Generator Services Proposal**

Premium Power Services, LLC is pleased to provide the following proposal to perform generator services on the equipment located at the Octorara School District. The services will be performed on a "**Semi-Annual**" basis as per Attachment "A" (Generator Set Planned Service Program).

#### **Scope of Services:**

The Semi-Annual Planned Service Program will be performed on the following equipment as per Attachment "A":

- Intermediate School, Generac Model SG0130 Gaseous Generator and associated ATS
- High School, Generac Model SG0150 Gaseous Generator and associated ATS
- Junior high School, Spectrum Model 100GS Gaseous Generator and associated ATS
- Primary Learning Center, Cummins Model 80GGHC Gaseous Generator and associated ATS
- Elementary School, Cummins Model 35GGFB Gaseous Generator and associated ATS
- Diesel Fire Pump Engine, John Deere Model PE4045T

At the completion of each service visit, the owner or managing agent will be supplied with a detailed field service report listing any deficiency requiring repair. If any deficiencies are found, a written proposal will be provided in a **timely manner or the repair can be performed immediately with the owner or managing agent's written consent**. All work will be performed during normal business hours (unless otherwise noted) in a professional, workmanship manner and in accordance with applicable manufacture specifications.

#### **Pricing:**

We will provide the Planned Service Program on a "**Semi-Annual**" basis for a total price of **\$3,834.00**.

#### **Scope/Pricing Assumptions:**

1. This Planned Service program may be cancelled by either party through written notice to the other, cancellation notice to be received within 30 days of renewal date.
2. Pricing is based on performing services during normal business hours.
3. Fuel top off services are available for an additional cost.
4. A service fee of 2% will be charged to all credit card payments.
5. Taxes are not included and will be added if applicable.
6. Payment terms are Net 30.

Thank you for the opportunity to provide you a proposal for your power system services. If you have any questions, please feel free to contact me at 610-444-1232.

Sincerely,

*Keith Eller*

Proposal #: OCT-KEE111623

#### **Approval to Proceed with Planned Service Program:**

Authorized Approval: \_\_\_\_\_ Date: \_\_\_\_\_ P. O. Number: \_\_\_\_\_



**ATTACHMENT "A"**

**Generator Set Planned Service Program (Semi-Annual)**  
**Scope of Services**

**Full Service Visit (1)**

**1. Lubricating Oil System**

- A. Drain lubricating oil and replace with new
- B. Remove and replace engine oil filters, gaskets if applicable
- C. Clean crankcase breather
- D. Remove waste lube oil from premises
- E. Draw oil sample for analysis

**2. General Condition**

- a. Overall appearance of engine, generator, fuel tank and automatic transfer switch
- b. Check unit for excess vibration, leaks, abnormal noise or surface temperature
- c. Record all work and generator set data and furnish copy to customer
- d. Inspect all guards for proper safety protection and proper fastening
- e. Recommend any unsafe or unnecessary equipment to be relocated if needed

**3. Fuel System**

- a. Check level in day tank or sub-base fuel tank, and advise
- b. Check for any fuel leaks or loose connections, tighten if necessary
- c. Inspect linkages, grease if necessary
- d. Check for proper operation of day tank, float switch and transfer pump

**4. Cooling System**

- a. Check coolant levels and advise
- b. Check coolant for degree of antifreeze protection and advise
- c. Inspect coolant condition for any obvious contamination and advise
- d. Check for any air intake and discharge ventilation obstructions
- e. Inspect radiator core for debris and or blockage
- f. Inspect all cooling system connections
- g. Check condition and tightness of all belts
- h. Check for proper jacket water heater operation
- i. Lubricate fan bearings, where applicable
- j. Verify operation of low coolant level switch

**5. Lubricating Oil System**

- a. Check oil level and advise
- b. Check governor oil (if governor is so equipped)
- c. Check and record oil pressure readings
- d. Check for any oil leaks or loose oil connections

**6. Exhaust System**

- a. Check for any exhaust leaks
- b. Inspect rain caps for proper operation
- c. Inspect exhaust for over fueling "wet stacking".
- d. Inspect condition of mufflers



## CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

### ASSIGNMENT DETAILS

CLIENT NAME: Octorara Area School District PID: -  
Consultant: Rita Gomolinski Position: SLP  
Assignment Start Date: 02/06/2024 Assignment End Date: 06/05/2024  
Bill Rate per hour: \$92.00 Overtime Bill Rate per hour: \$138.00  
Minimum Hours: 30-35

Miscellaneous: 

Overtime occurs when the employee works beyond 40 hours per week. Overtime will need to be approved by Rita's supervisor prior to logging. If the district no longer wishes to contract, a 60 day notice will be put into place for termination.

*It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.*

**Please note:** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Account Representative Contact Information: Halle Hughes  
halle.hughes@soliant.com  
678-748-5347

By: 102312 OCTORARA AREA SD  
Print Name: \_\_\_\_  
Title: \_\_\_\_  
Date: \_\_\_\_

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.**

## CLIENT SERVICES AGREEMENT



**Soliant Health, LLC** (hereafter referred to as "Soliant" or the "Company"), and **Octorara Area School District** whose primary location is 228 HIGHLAND RD SUITE 1, ATGLEN, PA 19310 hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

### 5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Soliant in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Soliant of such matters may result in the termination of the contractual relationship. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## CLIENT SERVICES AGREEMENT



### 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by the Company for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through the Company. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

### 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

### 9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

### 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. Soliant pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Soliant will bill Client at one and on-half times the regular bill rate for all hours Soliant is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

### 11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

### 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

### 13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

### 14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

### 15. Reporting of Work-Related Injuries.



## CLIENT SERVICES AGREEMENT



Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

### **16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

### **17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

### **18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

### **19. Unscheduled Facility Closure Policy.**

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

### **20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

### **21. Issue Resolution.**

## CLIENT SERVICES AGREEMENT



In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

### **22. Indemnification.**

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

### **23. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

### **24. Family Education Rights and Privacy Act.**

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

### **25. State Retirement System Notice.**

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

### **26. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

### **27. Survival.**

## CLIENT SERVICES AGREEMENT



The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

### 28. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

### 29. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

#### **Soliant Health LLC**

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
ContractDepartment@soliant.com

#### **To Client**

Attention: Octorara Area School District  
  
Address: 228 HIGHLAND RD SUITE 1, ATGLEN, PA 19310

### 30. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

### 31. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

102312 OCTORARA AREA SD

Soliant Health, LLC

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# **SWEET | STEVENS | KATZ | WILLIAMS**

## **STANDARD AGREEMENT FOR FEES, COSTS AND EXPENSES FOR REPRESENTATION OF PUBLIC EDUCATIONAL ENTITIES**

**July 1, 2024**

Sweet, Stevens, Katz & Williams LLP (SSKW) was formed in 1995 by nine experienced education lawyers who created the first private law practice in Pennsylvania dedicated entirely to Education Law. Today, we have attorneys in three offices serving school and municipal entities in more than 50 counties in the commonwealth.

For those clients, we provide legal representation as requested in areas of school and municipal law including serving in the role of solicitor and/or special counsel in the following areas:

- Audit and Bond Solicitation Reviews
- Civil Rights Defense
- Construction, Zoning and Land Use
- Educational Technology
- Employment Discrimination
- Labor and Employment
- Litigation Hold
- Municipal Law
- Special Education
- Student Services
- Tax Assessment Appeals

Our extensive experience in serving many different school districts/entities and municipalities affords us the ability to draw on other client experiences to provide prompt and definitive solutions while handling every issue with the utmost confidence and sensitivity.

We do not require a fixed retainer fee in advance, and our billings are based upon services actually performed during the preceding billing period. Using this approach, our clients have used our services on an "as needed" basis and are only charged if services have been requested and provided.

### **Hourly Rate for Services**

The standard basis for fees for services rendered is based upon calculation of hourly chargeable time applied to an hourly rate. Our current hourly rates for chargeable time vary, depending upon the complexity of the matter involved. For routine matters, our standard hourly rate for chargeable time is \$200/hour for attorneys and \$150/hour for legal assistants. Our fees for non-routine matters are \$220/hour for attorneys and \$150/hour for legal assistants.

**Non Routine Services**

Non-routine situations involving the higher hourly rate are those matters in which a case or controversy has arisen or may arise by virtue of threatened litigation, circumstances in which the client is contacted by an attorney representing a specific client, actual litigation, hearing requests, citizen complaints, defense of complaints filed in court or before agencies, or hearings before the school board itself. These situations also include negotiation with parties concerning litigation settlements, special education matters, student residency disputes, student and employee discipline matters, grievance processing where a specific grievance has been filed, grievance arbitrations, collective bargaining where we represent the district as its negotiator, construction matters, tax matters and specific Right-To-Know matters and appeals.

**Routine Services**

All advice, phone calls, opinions, document review, general Right-To-Know questions and responses, analysis or development of board policy or procedure, contract reviews, research, and other activities not covered by the preceding are considered routine.

**Time Billed**

During the course of representation we record chargeable time devoted to a client's matter in fractions of hours in periods of two tenths of an hour. Any time beyond a two tenths of an hour will be billed at the next full tenth of an hour. Absence from our office on behalf of our clients is also recorded on the same basis. We do minimize travel time whenever possible.

We reserve the right to decline to perform or to continue to perform requested services at any time. At the end of any month that more than minimal services are rendered, we routinely provide a computerized description of the nature, date and amount of time attributable to each entry, along with our invoice for the period.

**Out of Pocket Expenses and Other Costs**

Our out-of-pocket expenses for computerized research, e-discovery services, stenographic services (court reporters), in-house composition of briefs and records, i.e., printing, collating and binding, costs for hearing officers or arbitrators, witness fees, photocopying/printing (\$.20 per page), and court costs, where required, are charged to our clients at cost. At times, when such charges are substantial, we may ask you to pay them directly.

As solicitor, we charge one-half of bond counsel's fee to render a requested opinion.

We charge a flat fee of \$300.00 for preparation of audit opinion letters when we are requested to do so by you, your accountants, or state auditors. This covers the cost of our internal review where such a letter is provided. We also quote a separate fee where we are asked to provide an opinion involving a financing or to provide in-service training.

**What We Do Not Charge for**

We do not charge for telephone expenses or electronic transmissions. We do not charge for our travel costs, such as fuel, meals, lodging, tolls, or mileage, except in the case of necessary airfares. We also do not charge with respect to the extensive publications to which we subscribe, or for our attendance at the numerous seminars and educational programs which we regularly attend. Unless there is a particular benefit to the client or unless previously approved or requested by our client, we do not charge for "duplicate" time; that is, time spent by more than one attorney when conferring among ourselves, or reviewing each other's work, or where two or more of our attorneys attend a meeting, hearing, or trial. We maintain comprehensive opinion and research files on most commonly asked questions. We are, therefore, frequently able to provide answers quickly without extensive legal research.

On occasion, when developing a generally applicable opinion and guidance on a novel topic or change in the law, we will, with permission of individual clients, pool time across multiple clients so costs for such generally applicable opinions and guidance are minimized for each individual client.

File maintenance - We do not charge for opening, closing, retention or destruction of files. Our policy is to destroy physical and electronic files six years after final billing. Since each client should possess all of the official records contained in our files, return of files should not be necessary. However, you may request a file be returned. The return of physical files may incur shipping charges. If you wish to have your physical files returned, please contact Brett Porembski at [bporembski@sweetstevens.com](mailto:bporembski@sweetstevens.com).

**What Might Affect the Above**

Please note the rates charged where an insurance company is involved may vary from the preceding, based upon our agreement with the company involved. Where insurance coverage is involved, we may ask that you pay our monthly bills, and we then will submit claims for reimbursement on your behalf to the insurance company. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with you.

By virtue of our experience in the area of school and municipal law, we constantly seek to make productive use of our time and to thereby provide our services efficiently. Frequently, difficult questions encountered by our clients are questions with which we have previously dealt. It is a source of professional pride that we are able to minimize chargeable time spent on many questions based on SSKW's collective experience and singular focus on advising public entities.

We welcome the opportunity to help you, we are confident you will be more than satisfied with the value of our services, and we look forward to working with you in the year ahead.

**SWEET, STEVENS, KATZ & WILLIAMS LLP**

Federal E.I. No. 23-2807059



|         |  |
|---------|--|
| Book    | Policy Manual                                    |
| Section | 100 Programs                                     |
| Title   | Mission Statement/Vision Statement/Shared Values |
| Code    | 101  |
| Status  | Second Reading                                   |
| Adopted | February 17, 2020                                |

### **District Mission Statement**

The mission of the Octorara Area School District, ~~through a partnership among school, community, and family, is to promote educational excellence in a safe, secure environment, empowering our students with the skills necessary to be successful, responsible members of society.~~ **in partnership with community and family, is to foster a culture of high expectations where students are empowered to become lifelong learners who positively contribute to their communities.**

### **District Vision Statement**

~~Octorara Area School District is a community of learners which nurtures in each person the skills necessary to shape the future with respect and integrity.~~ **Empowering students to build successful futures.**

### **District Shared Values**

The Octorara Area School District holds the following shared values:

1. **Bold** - Confident in oneself.
2. **Responsible** - Accountable for choices, actions, and attitude.
3. **Ambitious** - Motivated to set goals and achieve them.
4. **Virtuous** - Honorable in words and actions.
5. **Energetic** - Committed to school and community.
6. **Selfless** - Concerned about the rights and feelings of others.

Legal                      Pol. 100



|         |                        |
|---------|------------------------|
| Book    | Policy Manual          |
| Section | 200 Pupils             |
| Title   | Enrollment of Students |
| Code    | 200                    |
| Status  | Second Reading         |
| Adopted | January 18, 2021       |

### **Authority**

The Board shall enroll school age students eligible to attend district schools, in accordance with applicable laws and regulations, Board policy and administrative regulations.[\[1\]\[2\]\[3\]\[4\]](#)

### **Definitions**

**School age** shall be defined as the period from the earliest admission age for the district's kindergarten program until graduation from high school or the end of the school term in which a student reaches the age of twenty-one (21) years, whichever occurs first.[\[1\]\[5\]](#)

**District of residence** shall be defined as the school district in which a student's parents/guardians reside.[\[2\]\[3\]](#)

### **Guidelines**

School age resident students and eligible nonresident students shall be entitled to attend district schools.[\[1\]\[2\]\[3\]\[6\]](#)

The district shall not enroll a student until the parent/guardian has submitted proof of the student's age, residence, and immunizations and a completed Parental Registration Statement, as required by law and regulations, except as follows:[\[1\]\[2\]\[3\]\[7\]\[8\]\[9\]\[10\]](#)

#### **1. *Students Experiencing Educational Instability -***

**The district shall immediately enroll students experiencing homelessness, foster care and other forms of educational instability, even if the student or parent/guardian is unable to produce the required documents, in accordance with law, regulation and Board policy.[\[5\]\[14\]](#)**

#### **2. *Children of Active Duty Military Families -***

**The district shall facilitate the timely enrollment and permit advanced enrollment of children of active duty military families, in accordance with law and Board policy. To**



qualify for advanced enrollment, prior to establishing residency in the district, a copy of the official military orders shall be provided to the district along with proof of the parent's/guardian's intention to move into the district. The parent/guardian must provide proof of residence within forty-five (45) days after the arrival date stated in the military orders.[6][15][16]

The district shall administer a home language survey to all students enrolling in district schools for the first time.[3][11]

The district shall normally enroll a school age, eligible student the next business day, but no later than five (5) business days after application.[3]

~~The district shall immediately enroll identified homeless students, even if the student or parent/guardian is unable to produce the required documents.[12]~~

The district shall not inquire about the immigration status of a student as part of the enrollment process.[3]

~~Enrollment requirements and administrative regulations shall apply to nonresident students approved to attend district schools, in accordance with Board policy.[13]~~

### **Delegation of Responsibility**

The Superintendent or designee shall annually notify students, parents/guardians and staff about the district's admissions policy by publishing such policy in the student handbook, parent newsletters, district website and other efficient methods.[4]

The Superintendent or designee shall develop and disseminate administrative regulations for the enrollment of eligible students in district schools.

Legal

- [1. 24 P.S. 1301](#)
- [2. 24 P.S. 1302](#)
- [3. 22 PA Code 11.11](#)
- [4. 22 PA Code 11.41](#)
- [5. 22 PA Code 11.12](#)
- [6. 22 PA Code 12.1](#)
- [7. 24 P.S. 1303a](#)
- [8. 24 P.S. 1304-A](#)
9. Pol. 203
10. Pol. 216.1
11. Pol. 138
12. Pol. 251
13. Pol. 202
- Pol. 201



|         |   |
|---------|---|
| Book    | Policy Manual                                 |
| Section | 200 Pupils                                    |
| Title   | Educational Opportunity for Military Children |
| Code    | 254   |
| Status  | Second Reading                                |

### **Purpose**

The Board recognizes the challenges encountered by children of military families due to the frequent moves and deployment of their parents/guardians. The Board is committed to eliminating barriers to student attendance, education and graduation; and to providing additional supports to children of military families in compliance with federal and state laws, regulations and Board policy.

### **Definitions**

**Active duty** – means full-time duty status in the active uniformed services of the United States, including members of the National Guard and reserve on active duty orders.[\[1\]](#)[\[2\]](#)

**Children of military families** - means a school-aged child, enrolled in kindergarten through twelfth grade, normally residing in the household of an active duty member. Specifically, this includes children of:[\[3\]](#)

1. Active duty members of the uniformed services.
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement.
3. Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

This does not include the children of:[\[3\]](#)

1. Inactive members of the National Guard and military reserves.
2. Members of the uniformed services now retired, except as otherwise stated in this policy.
3. Veterans of the uniformed services, except as otherwise stated in this policy.
4. Other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

**State Council** – an entity to coordinate the state's participation and compliance among its government agencies, school entities and military installations.

**[SEE NOTE AT END OF POLICY TO DETERMINE WHICH DEFINITION OF UNIFORMED SERVICES TO SELECT BELOW.]**

{ } **Uniformed services** – means the Army, Navy, Air Force, Marine Corps, Coast Guard, Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services.[\[3\]](#)

{ X } **Uniformed services** – means the U.S. armed forces, Commissioned Corps of the National Oceanic and Atmospheric Administration, and the Commissioned Corps of the Public Health Service.[\[4\]](#)

**U.S. armed forces** – means the Army, Navy, Air Force, Marine Corps, Coast Guard and Space Force.[\[4\]](#)

**Authority**

The Board directs the district to comply with the provisions of the Interstate Compact on Educational Opportunity for Military Children (Compact) and this Board policy by:[\[3\]](#)[\[5\]](#)

1. Facilitating the timely enrollment of children of military families and ensuring that they are not placed at a disadvantage due to difficulty in the transfer of education records from previous school districts or variations in entrance/age requirements.[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)
2. Facilitating the student placement process through which children of military families are disadvantaged by variations in attendance requirements, scheduling, sequencing, grading, course content or assessment.[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)
3. Facilitating the qualification and eligibility for enrollment, educational programs and participation in extracurricular, academic, athletic and social activities.[\[15\]](#)[\[16\]](#)[\[17\]](#)
4. Facilitating the on-time graduation of children of military families.[\[18\]](#)
5. Providing for the promulgation and enforcement of administrative rules implementing the provisions of the Compact.
6. Providing for the uniform collection and sharing of information between and among states, schools and military families under the Compact.
7. Promoting coordination between the Compact and other compacts affecting military children.
8. Promoting flexibility and cooperation between the educational system, parents/guardians and the student in order to achieve educational success for the student.

**Advance Enrollment**

In addition to the provisions of the Compact, the district shall enroll children of a parent/guardian who is an active duty member of the U.S. armed forces, including a reserve component, that has received official military orders to transfer into or within Pennsylvania, prior to establishing residency in this district.[\[6\]](#)[\[8\]](#)[\[19\]](#)

The parent/guardian shall provide the following:[\[6\]](#)[\[19\]](#)[\[20\]](#)

1. A copy of the official military order.
2. Proof of intent to move into this district, which may include:[\[19\]](#)
  - a. A signed contract to buy a home.
  - b. A signed lease agreement.

c. A statement from the parent/guardian stating their intent to move into the district.

Within forty-five (45) days after the arrival date specified in the military orders, the parent/guardian shall provide the district with proof of residence in this district.[\[19\]](#)

The Board shall ensure that children of military families have equal access to the same educational programs, activities and services provided to other district students.

### **Delegation of Responsibility**

The Superintendent shall be authorized to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment, placement and attendance of children of military families.[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[11\]](#)[\[15\]](#)[\[16\]](#)[\[18\]](#)[\[21\]](#)

The Superintendent or designee shall collaborate with the military family education liaison designated by the State Council, ~~school~~ district staff, sending schools, local agencies and other entities in supporting the needs of children of military families.

### **Guidelines**

Children of military families enrolled in this district shall be provided support and services, as appropriate to each individual student's needs, in accordance with the Compact and Board policy.[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)

### **NOTE:**

The definition of "uniformed services" in the Pennsylvania Interstate Compact on Educational Opportunity for Military Children Act (24 P.S. 7301 et seq) currently differs from the federal definition of "uniformed services" (10 U.S.C. 101) since the federal definition has been updated to reference all branches of the U.S. armed forces, including Space Force. PSBA suggests considering the option aligning with the current federal definition (second option), to address the provision of educational opportunity for children of all active duty members of the armed forces, despite the technicality in differing definitions. This is a local decision that boards may discuss with their school solicitor.

### **PSBA New 12/2023 © 2023 PSBA**

Legal

[1. 10 U.S.C. 12301 et seq](#)

[2. 10 U.S.C. 12401 et seq](#)

[3. 24 P.S. 7302](#)

[4. 10 U.S.C. 101](#)

[5. 24 P.S. 7301](#)

6. Pol. 200

7. Pol. 201

8. Pol. 202

9. Pol. 216

10. Pol. 127

11. Pol. 204

12. Pol. 206

13. Pol. 212

14. Pol. 215

15. Pol. 122

16. Pol. 123

17. Pol. 231

18. Pol. 217

[19. 24 P.S. 1302.1](#)

[20. 24 P.S. 1302](#)

21. Pol. 203

22. Pol. 103.1

23. Pol. 113

24. Pol. 114

25. Pol. 138

26. Pol. 918

Pol. 113.4

Pol. 115

Pol. 146

Pol. 209

Interstate Compact on Educational Opportunity for Military Children (MIC3)



254 ATT.docx (14 KB)



|         |  |
|---------|--|
| Book    | Policy Manual                              |
| Section | 800 Operations                             |
| Title   | Suicide Awareness, Prevention and Response |
| Code    | 819  |
| Status  | Second Reading                             |

### **Purpose**

The Board is committed to protecting the health, safety and welfare of its students and the school community; **promoting healthy development; and safeguarding against the threat or attempt of suicide.** This policy supports the provision of a comprehensive district program of **education, training and resources** designed to promote **school connectedness and** behavioral health, and prevent suicide.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

### **Authority**

The Board directs the district to provide education on youth suicide awareness and prevention; methods of prevention, intervention and response to suicide attempt or suicide; **and reporting procedures.**[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

**The district is committed to providing access to age and developmentally-appropriate youth suicide awareness and prevention supports and resources to all district students, without bias or discrimination.**[\[2\]](#)[\[3\]](#)

The district shall notify employees, students and parents/guardians of this policy and shall post the policy on the district's website.[\[1\]](#)

### **Definitions**

**Behavioral health - the emotion, behaviors and biology related to a person's mental well-being, their ability to function in everyday life and their concept of self.**

**Behavioral service providers – include, but are not limited to, state, county or local behavioral health service providers, crisis intervention center or psychiatric hospital. The term includes a private service provider which contracts with a state, county or local government to act as a behavioral health agency.**[\[4\]](#)[\[7\]](#)

**Bias – the attitudes or beliefs we have about a person or group that affect our understanding, actions and decisions in a conscious or subconscious manner.**[\[4\]](#)

**Individualized Management Plan – a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team's attention, as well as the resources and supports a student might need based on the information gathered during the assessment. The Individualized Management Plan is developed primarily for documentation and communication purposes.**[\[4\]](#)

**Postvention** – a multi-component crisis response to provide support, promote healing after a tragic loss and to minimize risk of contagion after a suicide.

**Prevention** - refers to efforts that seek to reduce the factors that increase the risk for suicidal thoughts and behaviors and increase the factors that help strengthen, support and protect the behavioral health and wellness of individuals.

**Protective factors** - refer to characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor's impact. Protective factors may be seen as positive countering events.

**Resilience** - the process of adapting well in the face of adversity, trauma, tragedy, threats or significant sources of stress, or "bouncing back" from difficult experiences.

**Risk factors** - refer to characteristics at the biological, psychological, family, community or cultural level that precede and are associated with a higher likelihood of negative outcomes, including suicide.

**Safety Plan** – an agreement developed between the student, parent/guardian, appropriate team members and behavioral health professionals, following a suicide screening or assessment, that documents communications, conveys an understanding of the seriousness of the student's distress and provides a set of skills and resources the student can use in a crisis.

**School connectedness** - the belief by students that adults and peers in the school district care about their learning as well as about them as individuals.

**School District personnel** - include, but may not be limited to, administrators, teachers, school district-based behavioral health professionals (e.g., school district counselor, school district psychologist, school district social worker), paraprofessionals, support staff, coaches, bus drivers, custodians and cafeteria workers.

**Self-harm** – behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Self-harm behaviors can be either suicidal or nonsuicidal.

**Suicide** - death caused by self-directed injurious behavior with intent to die as a result of the behavior.

**Suicide attempt** - a potentially self-injurious behavior for which there is evidence that the person had at least some intent to kill themselves.

**Suicide threat** - a verbal or nonverbal communication that an individual intends to harm themselves with the intention to die but has not acted on the behavior.

**Threat assessment** – a fact-based process for the assessment of and intervention with students whose behaviors may indicate a threat to the safety of the student, other students, school district employees, school district facilities, the community or others. [4]

**Warning signs** - evidence-based indicators, often observable, that someone may be in danger of suicide, either immediately or in the very near future.

### Delegation of Responsibility

The Superintendent or designee, in collaboration with designated school district personnel, shall develop administrative regulations regarding the district's protocols for response to suicide threats, suicide attempts and suicide.

### Guidelines



## SUICIDE AWARENESS AND PREVENTION EDUCATION<sup>[1]</sup>

### Suicide Awareness and Prevention Education for Students

Students shall receive age **and developmentally**-appropriate, **student-centered lessons** on the importance of safe and healthy choices, coping strategies **focused on resiliency**, how to recognize risk factors and warning signs, as well as help-seeking strategies for self or others, including how to engage **school district** resources.

**These lessons shall be integrated into the curriculum of health classes and other classes as appropriate. The lessons may be taught by health and physical education teachers, classroom teachers, student services staff or community service providers.**

**{ } Programming related to suicide prevention shall be delivered in small group or classroom settings; not in a large group or auditorium setting.**

**{x } District staff shall provide resources and access to counseling staff for students participating in programming, who may struggle with the topic of suicide prevention.**

Lessons shall **contain information on comprehensive health and wellness, including emotional, behavioral and social skills development by:**

1. **Informing** students about broader behavioral health issues such as depression and substance **use**, as well as specific risk factors, protective factors and warning signs for suicide.
2. {x } **Encouraging** students to seek help for themselves or their peers, including when concerns arise via social media or other online forum, and to avoid making promises of confidence when they are concerned about the safety of a peer **or other individual**.
3. {x } **Adhering** to safe and effective messaging guidelines, **while** avoiding graphic testimonials and **including research-based** suicide prevention resources.
4. {x } **Promoting** a healthy school climate where students feel connected to and can identify trusted adults in the building.
5. {x } **Providing local, state and/or national resources for seeking help.**

### Suicide Awareness and Prevention Education for **School District** Personnel

All **school district** personnel shall receive **written** information about the **district's protocols for suicide awareness and prevention, including** risk factors, warning signs, response **and communication** procedures, referrals and resources.

**{ } School personnel shall also receive information regarding strategies to enhance protective factors, resilience and school connectedness.**

As part of the district's professional development plan, professional educators in **school district** buildings serving students in grades six (6) through twelve (12) shall participate in a minimum of four (4) hours of youth suicide awareness and prevention training every five (5) years.<sup>[1][8][9]</sup>

**{x } The district shall make required training and refresher training available on an ongoing basis, so that educators may fulfill training requirements throughout the required timeframe.**

**{x } The district may also require training of professional staff in grades K-5, as well as ancillary **school district**-wide staff, and may increase the training requirement.**



## **School District safety and security training for employees may include suicide awareness.[9]**

Additional professional development in suicide risk screening and/or assessment and crisis intervention shall be provided to specialized staff and school district behavioral health professionals such as school district crisis response/intervention team members, **threat assessment team members**, designated administrators, school district counselors, school district psychologists, school district social workers and school district nurses.

### **{ } Resources for Parents/Guardians**

**{ }** The district **shall** provide parents/guardians with resources including, but not limited to, health promotion and suicide risk, including characteristics and warning signs, and information about local, **state and national** behavioral health resources.

## **METHODS OF PREVENTION[1]**

**The district shall utilize a multifaceted approach to suicide prevention which integrates school district and community-based supports.**

The methods of prevention utilized by the district include, but are not limited to, **education, training and awareness**; early identification and support for students at risk; and delegation of responsibility for planning and coordination of suicide prevention efforts.

**Information** received in confidence from a student may be revealed to the student's parents/guardians, the building principal, **the threat assessment team and/or crisis response/intervention team** or other appropriate authority when the health, welfare or safety of the student or any other person is clearly in jeopardy, **in accordance with applicable law, regulations and Board policy.**[4][10][11][12][13][14][15]

### Suicide Prevention Coordinators

#### *District-Wide -*

A district-level suicide prevention coordinator shall be designated by the Superintendent **or designee**. This may be an existing district employee. The district suicide prevention coordinator shall be responsible for planning and coordinating implementation of this policy.

#### *Building-Level -*

Each building principal shall designate a school suicide prevention coordinator to act as a point of contact in each school for issues relating to suicide prevention and policy implementation. This may be an existing district employee.

**{x } , who may also be a member of the threat assessment team.[4]**

### Early Identification Procedures

Early identification of individuals with warning signs or suicide risk factors **that appear to adversely impact the student** is crucial to the district's suicide prevention efforts. To promote awareness, **school district personnel**, students and parents/guardians should be educated about suicide risk factors and warning signs.

### Referral Procedures

Any **school district personnel** who observes a student exhibiting a warning sign for suicide, or **who** has another indication that a student may be contemplating suicide, shall **immediately** refer the student for suicide risk screening and/or assessment and intervention in accordance with **Board policy and district procedures.**[4][15][16]

In the absence of a warning sign for suicide, students demonstrating suicide risk factors that appear to be adversely impacting the student, **or other indications of self-harm**, should be referred to **an appropriate team or staff member (e.g., principal, school district counselor, Student Assistance Program team)** for support and follow-up.

**When a student's behavior indicates a threat to the safety of the student, school district personnel shall report the student to the threat assessment team, an appropriate member of the team or the suicide prevention coordinator. The threat assessment team, crisis response/intervention team and designated staff responsible for conducting or arranging suicide risk screening and assessment shall coordinate to provide assessment and intervention in accordance with Board policy and district procedures.**[4][15][16][17]

**School District personnel shall arrange for or provide continuous adult supervision to ensure the student's safety.**

### Safe2Say Something

**When the district receives a report through the Safe2Say Something program, members of the Safe2Say Something team shall coordinate with the appropriate emergency dispatch center(s), local law enforcement and/or district team, in accordance with district procedures.**[9]

### Documentation

The district shall document the referral, including specific **reasons** identified as indications that the student may be at risk.[4]

## **METHODS OF ASSESSMENT AND INTERVENTION**[1]

The methods of **assessment and** intervention utilized by the district include, but are not limited to, responding to threats **of suicide or self-harm**, suicide attempts in school, suicide attempts outside of school and suicide.

**The district shall maintain a trained school district crisis response/intervention team. Team members may include, but not be limited to, designated administrators, school district counselors, school district nurse, school district psychologist, social worker, school district security personnel, members of the Student Assistance Program team and others as designated by the district such as community behavioral health agency resources.**

**{ } The district's threat assessment team shall serve as a crisis response/intervention team, and may coordinate with district behavioral health staff and community behavioral health agency resources as needed.**[4]

**The Superintendent or designee shall establish administrative regulations for coordination of appropriate teams and staff in suicide assessment and intervention.**

**Suicide intervention procedures shall involve collaboration and coordination with the student, the parent/guardian, suicide prevention coordinator, the threat assessment team and/or the crisis response/intervention team and additional support services as needed.**

### Student Assessment and Intervention

**When a student has been referred for assessment, designated members of the threat assessment team and/or crisis response/intervention team shall coordinate with appropriate behavioral health staff to assess and respond to the student's behavior,**

**which may include development or update of an Individualized Management Plan and/or Safety Plan, where appropriate, in accordance with Board policy and administrative regulations.[4]**

A district-approved suicide risk screening or assessment tool may be used by trained behavioral health staff such as **school district** counselors, psychologists **or** social workers.

Parents/Guardians of a student identified as being at risk of suicide shall be notified by the **building principal or designee** and informed of crisis and community resources. If the **school district** suspects that the student's risk status is the result of abuse or neglect, **school district** staff shall immediately notify Children and Youth Services, **in accordance with applicable law and Board policy.[4][6]**

The district shall identify **and develop agreements with** behavioral service providers to whom students **may** be referred for further suicide risk screening and/or assessment and **intervention.**

If the student **has been** identified as being at increased risk of suicide, the district shall **develop** a new, or update a previous, Safety Plan to support the student and the student's family. The Plan should be developed collaboratively with input from the student, **the student's parents/guardians, appropriate team members and behavioral health professionals.**

#### Students With Disabilities

For students with disabilities who are identified as being at risk for suicide or who attempt suicide, the **team receiving the referral or other district staff shall notify the appropriate Individualized Education Program (IEP) team or Section 504 team to** address the student's needs in accordance with applicable law, regulations and Board policy.[3][4][18][19][20][21]

If a student is identified as being at risk for suicide or attempts suicide and the student may require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy.[3][18][19][20][21]

#### Documentation

The district shall document observations, recommendations and actions conducted throughout the course of intervention, suicide risk screening and/or assessment and follow-up, including verbal and written communications with students, parents/guardians, **appropriate team members** and behavioral service providers.[4]

### **METHODS OF RESPONSE TO SUICIDE ATTEMPT OR SUICIDE[1]**

**The district's crisis response/intervention team shall coordinate with first responders, district behavioral health staff and/or community behavioral health resources in response to a suicide attempt or suicide.**

#### Response to Suicide Attempt

Methods of response to a suicide attempt utilized by the district include, but are not limited to:

1. **Acting in accordance with professional development and crisis response training including, but not limited to:**
  - a. **The rendering of first aid until professional medical services and/or transportation can be received.**
  - b. **Supervision of the student and movement of all other students out of the immediate area.**

2. **Coordinating with the threat assessment team to document or follow up on the threat assessment process, in accordance with Board policy, where applicable.**[4]
3. Notifying students, employees and parents/guardians.
4. Working with families.
5. Responding appropriately to the media.
6. Collaborating with community providers.

#### Re-entry Procedures

A student's excusal from school attendance after a behavioral health crisis and the student's return to school shall be consistent with state and federal laws and regulations, **and in accordance with Board policy.**[3][18][19][20][22][23]

Prior to a student returning to school after a behavioral health crisis, a district-employed behavioral health professional, **member(s) of the threat assessment team**, the building principal **or designee** shall meet with the parents/guardians of the student and, if appropriate, meet with the student to **discuss the student's return** to school and to create an individual re-entry plan.[4]

When authorized by the student's parent/guardian, the designated district employee shall coordinate with the appropriate outside behavioral **service** providers, request **releases of information** and written documentation from the treating facility and encourage their involvement in the re-entry **process**.

**A school district behavioral health professional shall** periodically check in with the student **and** monitor the student's **re-entry plan, which may include strategies and supports to facilitate the student's progress and** transition back into the school community, **including referrals to other school district-based teams or programs (e.g. Student Assistance Program).**

Re-entry of a student with a disability requires coordination with the appropriate team to address the student's needs in accordance with applicable law, regulations and Board policy.[3][18][19][20][21]

#### Response to Suicide (Postvention).

Upon confirmation of a suicide, the district shall immediately implement established postvention procedures which shall include methods for informing the school community; identifying and monitoring at-risk youth; and providing resources and supports for students, staff and families.

### **DOCUMENTATION PROCEDURES**[1]

Effective documentation assists in preserving the safety of the student and ensuring communication among **school district** staff, parents/guardians and behavioral service providers.

When **school district personnel** take notes on any conversations or situations involving or relating to an at-risk student, the notes should contain only factual or directly observed information, not opinions or hearsay.

As stated in this policy, **school district personnel** shall be responsible for effective documentation of incidents involving suicide prevention, intervention and response, **in accordance with applicable laws, regulations and Board policy.**[4]

**Reports and information shall be maintained confidentially and made available to appropriate district staff in accordance with applicable laws, regulations and Board policy.**[4][11][12][13][14][24][25]



## SUICIDE AWARENESS, PREVENTION AND CRISIS RESOURCES<sup>[1]</sup>

### ***Crisis Resources:***

- National Suicide & Crisis Lifeline: 988 or visit <http://988lifeline.org>
- National Suicide Prevention Lifeline: **1-800-273-TALK (8255)** or visit <http://www.suicidepreventionlifeline.org/>
- Crisis Text Line: **TEXT 741741** or visit <http://www.crisistextline.org/>

### ***National:***

- [Centers for Disease Control and Prevention – Risk and Protective Factors](#)
- [Suicide Prevention Resource Center – Risk and Protective Factors](#)
- [Substance Abuse and Mental Health Services Administration \(SAMHSA\) Preventing Suicide: A Toolkit for High Schools](#)
- Suicide Prevention Resource Center - [Safe and Effective Messaging for Suicide Prevention](#)
- Suicide Prevention Resource Center - [After a Suicide Toolkit](#)
- [Recommendations for Reporting on Suicide](#)

### ***Pennsylvania:***

- [Suicide Prevention Task Forces](#) - groups of dedicated individuals that are committed to reducing the number of suicides and offering support to those who have been touched by suicide within their communities/counties in Pennsylvania.
- [Suicide Prevention Guide](#)
- [List of Crisis Intervention contact information by county](#)
- [List of County CASSP and Children's Behavioral Health Contact Persons](#)
- [Prevent Suicide PA's Act 71 Information](#)
- [STAR Center's Postvention Manual](#)

## **National and State Organizations**

### ***National:***

- [American Association of Suicidology \(AAS\)](#)
- [American Foundation for Suicide Prevention \(AFSP\)](#)
- [Suicide Prevention Resource Center \(SPRC\)](#)

### ***Pennsylvania:***

- [Prevent Suicide PA](#)
- [Jana Marie Foundation](#)
- [Aevidum](#)
- [Services for Teens at Risk \(STAR-Center\)](#)
- [Pennsylvania Department of Education](#)
- [Pennsylvania Network for Student Assistance Services \(PNSAS\)](#)

## **PSBA Revision 10/23 © 2023 PSBA**

### **Legal**

[1. 24 P.S. 1526](#)

2. Pol. 103

3. Pol. 103.1

4. Pol. 236.1

5. Pol. 249

6. Pol. 806

[7. 24 P.S. 1301-E](#)

8. Pol. 333

9. Pol. 805

[10. 22 PA Code 12.12](#)

[11. 20 U.S.C. 1232g](#)

[12. 34 CFR Part 99](#)

13. Pol. 207

14. Pol. 216

15. Pol. 236

16. Pol. 146

[17. 24 P.S. 1302-E](#)

18. Pol. 113

19. Pol. 113.2

20. Pol. 113.3

21. Pol. 114

22. Pol. 117

23. Pol. 204

24. Pol. 113.4

25. Pol. 209

Pol. 146.1

Pol. 816

Pol. 911