

OCTORARA AREA SCHOOL DISTRICT

WORK SESSION

September 12, 2022– 7:00 p.m.
Jr. High School Multi-Purpose Room

DISCUSSION GUIDE

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Presentations
 - A. Board Region Review
5. Visitors' Comments - Agenda Items Only
6. Information Items
7. Recommended Action Items:
 - A. That the Octorara Board of School Directors approve Ms. Kaitlyn Glidewell as a music teacher at the Octorara Jr./Sr. High School effective August 23, 2022 pending completion of employee related documents required by law and the District. Ms. Glidewell's salary will be \$54,416 which is Step 18 to MAX of the Bachelor's scale. (Replacing Doreen Steinmacher who resigned.)
 - B. That the Octorara Board of School Directors approve Ms. Emily Creighton as a long term substitute ESL teacher at the Octorara Jr./Sr. High School effective August 23, 2022 for the 2022-2023 school year. Ms. Creighton's salary will be \$54,416 which is Step 18 to MAX of the Bachelor's scale. (Replacing Richard Baker who resigned.)
 - C. That the Octorara Board of School Directors approve Ms. Shannon Owens as a long term substitute kindergarten teacher at the Octorara Primary Learning Center effective August 23, 2022 for the 2022-2023 school year pending completion of employee related documents required by law and the District. Ms. Owens' salary will be \$69,005 which is Step 18 to MAX of the Master's +45 scale. (Replacing a medical leave.)
 - D. That the Octorara Board of School Directors approve Ms. Melissa Friedman as a special education teacher at the Octorara Intermediate School effective August 23, 2023 pending completion of employee related documents required by law and the District. Ms. Friedman's salary will be \$54,416 which is Step 18 to MAX of the Bachelor's scale. (Replacing Heather Kramer who transferred.)
 - E. That the Octorara Board of School Directors approve Ms. Brooke Maldonado as a long term substitute special education teacher at the Octorara Elementary School effective August 23, 2022 for the 2022-2023 school year pending completion of employee related documents required by law and the District. Ms. Maldonado's salary will be \$56,751 which is Step 18 to MAX of the Bachelor's +15 scale. (Replacing Shanna McAllister who transferred.)

- F. That the Octorara Board of School Directors approve Ms. Reina Eckman as a long term substitute 5th grade teacher at the Octorara Intermediate School effective August 23, 2022 through January 18, 2023 pending completion of employee related documents required by law and the District. Ms. Eckman's salary will be \$54,416 pro-rated which is Step 18 to MAX of the Bachelor's scale. (Replacing Amanda King who is on child rearing leave.)
 - G. That the Octorara Board of School Directors approve Ms. Luz Sosa as an instructional assistant at the Octorara Elementary School effective August 29, 2022 pending completion of employee related documents required by law and the District. Ms. Sosa's rate will be \$15.00 per hour for 5.75 hours per day. (Replacing Amanda Schmidt who resigned.)
 - H. That the Octorara Board of School Directors approve Ms. Jane Blankenhagen as an instructional assistant at the Octorara Intermediate School effective August 29, 2022 pending completion of employee related documents required by law and the District. Ms. Blankenhagen's rate will be \$17.00 per hour for 5.75 hours per day. (Replacing Elizabeth Monk/Sarvis who resigned.)
 - I. That the Octorara Board of School Directors approve Ms. Dana Fogg as an instructional assistant at the Octorara Jr./Sr. High School effective TBD pending completion of employee related documents required by law and the District. Ms. Fogg's rate will be \$17.00 per hour for 5.75 hours per day. (Replacing Ketaurah Caldwell who transferred.)
 - J. That the Octorara Board of School Directors approve the following cafeteria employees effective August 29, 2022 pending completion of employee related documents required by law and the District:
 - April Detwiler - \$15.00 per hour – replacing Wendy Nellius
 - Deborah Czepiel - \$15.00 per hour – replacing Stormy Umble
 - Rosita Taylor - \$15.00 per hour – replacing Bianca Adorno
8. Presentation of Agenda Items for the September 19, 2022 Regular Monthly Public Meeting:
- A. That the Octorara Board of School Directors approve the list of school bus drivers employed by Althouse Transportation, Inc. for the 2022-2023 school year.
 - B. That the Octorara Board of School Directors approve the list of school bus runs by Althouse Transportation, Inc. for the 2022-2023 school year.
 - C. That the Octorara Board of School Directors approve the 2022-2023 Octorara Area School District Organizational Chart.
 - D. That the Octorara Board of School Directors approve the Contract for the Transportation of School Pupils with Faithful Transportation, LLC effective September 1, 2022 through June 30, 2023.
 - E. That the Octorara Board of School Directors approve the Service Agreement with the Chester County Intermediate Unit for System Design Benchmarking and LIEP Development.
 - F. That the Octorara Board of School Directors approve the Waiver Agreement and Release for student "A".

- G. That the Octorara Board of School Directors approve the updated Agreement for Consulting Services with The Devereux Foundation for Mental Health Specialists and Social Work Services.
- H. That the Octorara Board of School Directors vote for the following PSBA officers:
 - President Elect – Michael Gossert
 - Vice-President – Allison Mathis
 - Section E4 Advisor – Amy Goldman
 - PSBA Insurance Trust Trustee – Kathy Swope
 - PSBA Insurance Trust Trustee – Roberta Marcus
 } Vote for 2
- I. That the Octorara Board of School Directors approve the 2022-2023 Octorara Area Career & Technical Education Occupational Advisory Committee.
- J. That the Octorara Board of School Directors accept the donation of \$500 each to the Octorara Primary Learning Center and the Octorara Elementary School from Cochranville United Methodist church for school supplies for students.

Resignation Approvals:

- K. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Mr. William Ray as custodian effective October 31, 2022. (Hired November 2, 1992)
- L. That the Octorara Board of School Directors accept the resignation of Ms. Kaitlyn McKinley as custodian effective September 14, 2022. (Hired February 18, 2019)
- M. That the Octorara Board of School Directors accept the resignation of Mr. Andrew Chesnet as an instructional assistant at the Octorara Jr./Sr. High School effective August 29, 2022. (Hired August 15, 2022)
- N. That the Octorara Board of School Directors accept, with regret, the resignation of Mr. Matthew Livingood as IYPT assistant advisor effective September 1, 2022. (Hired for the 2017-2018 school year)
- O. That the Octorara Board of School Directors accept the resignation of Mr. David Baker as Jr. High girls' basketball coach effective September 6, 2022. (Hired for the 2021-2022 school year)
- P. That the Octorara Board of School Directors accept the resignation of Ms. Sue Boninu as Jr. High assistant baseball coach effective August 4, 2022. (Hired for the 2021-2022 school year)
- Q. That the Octorara Board of School Directors acknowledge the no-call, no-show for Ms. Stephanie King as a cafeteria employee effective August 15, 2022. (Hired August 15, 2022)

Hiring Approvals:

- R. That the Octorara Board of School Directors approve the following substitute teachers for the 2022-2023 school year:
 - Margaret (Peggy) Imms, Emergency
 - Danielle Good, Emergency
 - Rachael Blomiley, Emergency
 - Sara Herman, Early Childhood
 - Camryn Koennecker, Emergency

Kensington Denlinger, Emergency
Heidi Wertz, Elementary, Special Education
Sara Daigle, Emergency
Chelsea Curry, Emergency

- S. That the Octorara Board of School Directors approve the following supplemental contract for the 2022-2023 school year:

Allison Schillinger Jr High Asst Volleyball Coach 4 pts. @ \$620 \$2,480

- T. That the Octorara Board of School Directors approve the change in rate for Ms. Renee Yarrish from \$16.57 per hour to \$17.40 per hour. Ms. Yarrish is an instructional assistant at the Octorara Primary Learning Center.

- U. That the Octorara Board of School Directors approve the transfer for Ms. Brittany Myers from cafeteria employee to cafeteria site leader effective August 23, 2022. Ms. Myers' rate will be \$16.00 per hour for 5.75 hours per day.

- V. That the Octorara Board of School Directors approve a salary adjustment for Ms. Patty Steyer from Bachelor's to Master's +15, Step 17 to MAX. Ms. Steyer's adjusted salary will be \$64,208.

- W. That the Octorara Board of School Directors approve the change in days worked for Ms. Melissa Fanelli from 198 days per year to 188 days per year. Ms. Fanelli is the Intervention Specialist at the Octorara Intermediate School.

- X. That the Octorara Board of School Directors approve the change in supplemental points from 8 points to 12 points for Mr. William McWatters. Mr. McWatters is the advisor for IYPT and will assume the additional position of assistant advisor upon Mr. Livingood's resignation.

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

Danielle Kelley	From B+15 (\$59,778) to M (\$61,715)	Step 14 to MAX
Patrick Lauletta	From M+30 (\$81,207) to M+45 (\$83,895)	Step 5 to MAX
Kyle Whary	From M+30 (\$74,503) to M+45 (\$77,466)	Step 9 to MAX

9. Policy Committee Report

10. Facility Committee Report

11. Other Items/Concerns

12. Visitors' Comments – General

13. Administrator Comments/Announcements

14. Board Comments

15. Adjournment

Policy Committee Meeting – Monday, September 12, 2022 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

Facility Committee Meeting – Monday, September 12, 2022 – 6:30 p.m. in the Jr. High School Multi-Purpose Room

Executive Session for Personnel – Monday, September 12, 2022 – following the Work Session in the Jr. High School Multi-Purpose Room

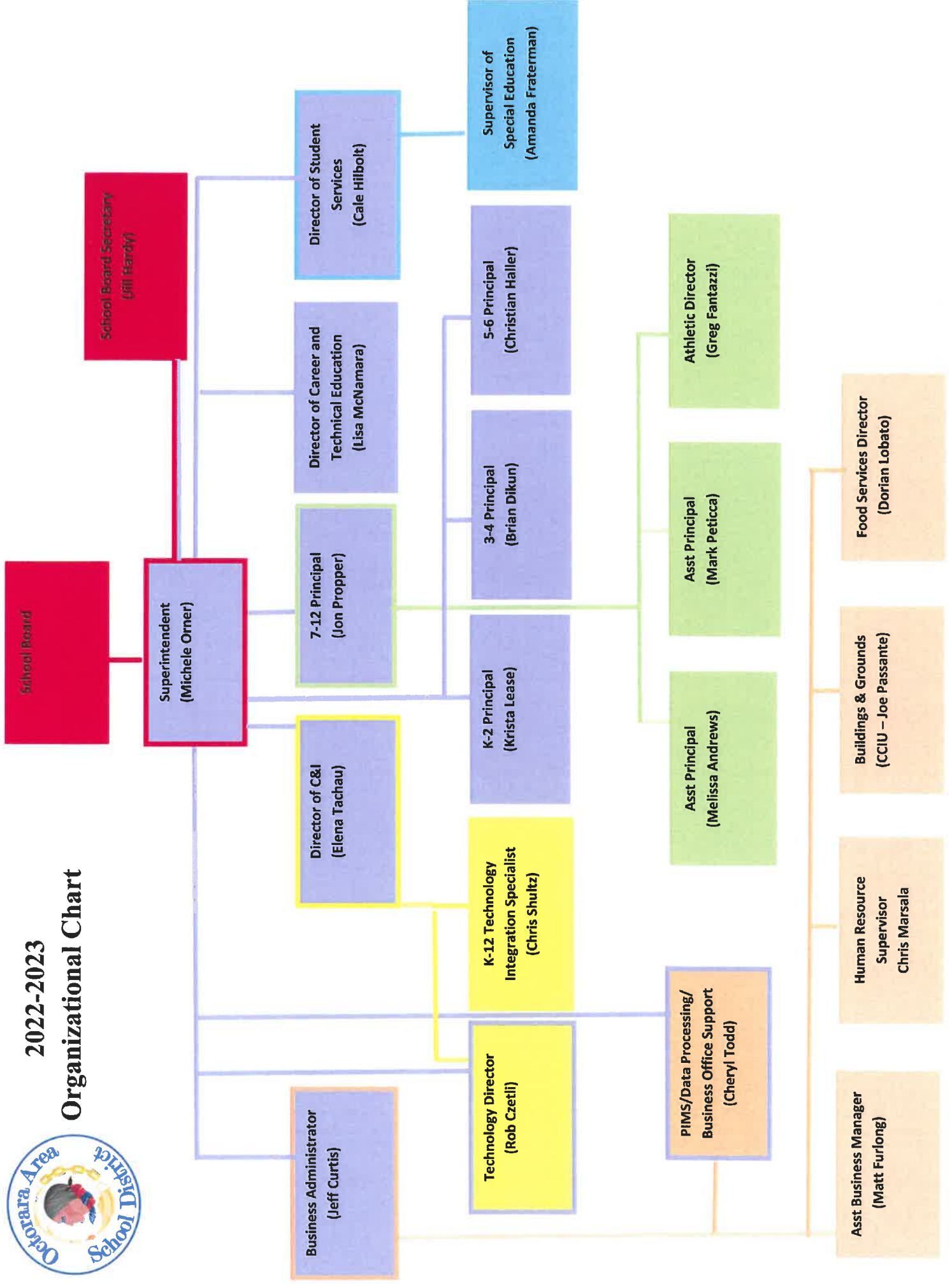
Finance Committee Meeting – September 19, 2022 – 6:00 p.m. in the Jr. High School Multi-Purpose Room

Next regularly scheduled Board Meeting – Monday, September 19, 2022 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

Education Committee Meeting – Monday, September 26, 2022 – 6:00 p.m. in the Jr. High School Multi-Purpose Room



2022-2023 Organizational Chart



Commonwealth of Pennsylvania
Department of Education
Bureau of Educational Administration and Management Support Services
Box 911, Harrisburg, PA 17126
CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS

All contracts for transportation of school pupils, including pupil transportation by taxicab, shall be executed in accordance with this form except when pupil transportation is to be provided on a fare basis by public conveyances.

To qualify for reimbursement one executed copy of this contract shall be submitted to the Department of Education for approval prior to its effective date or within 30 school days thereafter. Individual school entities will be notified of approval of operation by the Department of Education.

THIS AGREEMENT ENTERED INTO THIS 1st DAY OF September 2022, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE OCTORARA AREA SCHOOL DISTRICT HEREINAFTER REFERRED TO AS THE BOARD, AND FAITHFUL TRANSPORTATION, LLC, HEREINAFTER REFERRED TO AS THE CONTRACTOR, WITNESSETH:

1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation for school pupils who shall be designated by the BOARD, to and from such points, along and over such routes, and at times set forth in schedule attached hereto and made a part hereof for the school year of 2022/23.
2. The BOARD shall pay the CONTRACTOR the sum of TWO dollars and SEVENTEEN cents (\$2.17) per mile that the van transports said pupils, beginning and ending at the depot. Additionally, any tolls incurred shall be submitted for reimbursement.
3. The BOARD shall pay the CONTRACTOR the sum of NINETEEN dollars and 35 cents (\$19.35) per hour for each aide that the contractor provides. If the aide works greater than eight hours in a 24-hour period, the BOARD shall pay the CONTRACTOR TWENTY FIVE dollars AND 80 CENTS (\$25.80) for each hour that the aide works beyond the first eight hours.
4. If there are any virtual days due to a school shutdown for any reason, The BOARD shall pay the CONTRACTOR the sum of ONE HUNDRED FIFTEEN dollars (\$115.00) per vehicle for each day that school is closed.
5. The CONTRACTOR shall be paid monthly (net 30 days) based on submitted invoices for services. The CONTRACTOR shall invoice before the 10th of each month for the previously scheduled services and include all supportive data.
6. Transportation upon the terms and conditions herein specified in items 1 to 22 inclusive shall begin on September 1, 2022.
7. This contract shall terminate on June 30, 2023 unless terminated earlier for causes or mutual consent of the parties hereto.

(Continued on page 2)

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

CONTRACTOR:

Social Security or Tax Number: 81-3878184

Contractor Name: Faithful Transportation

Address: P.O. Box 585

Manheim, PA 17545

Principal or Executive Director: _____

Date: 09/01/2022

FOR THE BOARD OF SCHOOL DIRECTORS OF OCTORARA AREA SCHOOL DISTRICT:

Date: _____

President: _____

Address: _____

8. The CONTRACTOR shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School buses and Type A vehicles shall meet the minimum standard of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of August. Type B and C school vehicles shall conform to the minimum standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition.
9. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
10. Every school bus driver shall meet all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility, provided, that such operations shall have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of Transportation.
11. The service rendered under this contract shall be as indicated on email and agreed upon by both parties.
12. Bus routes and bus stops shall be determined by the Board and may be modified by the Board as occasion demands. The operator shall not deviate from the designated route except by written consent of the Board or, in the case of an emergency, which shall be reported promptly to the BOARD or the Board's designated representative.
13. An operating time schedule shall be prepared by the BOARD in cooperation with the CONTRACTOR. This schedule shall designate the time and place of all bus stops, both morning and evening, and shall be posted in the bus and at the school. The bus shall not depart from any designated stop before two minutes after the scheduled time unless all pupils to be transported from that point are aboard. The time schedule may be modified by the BOARD as occasion demands but only after due notice has been given to parents and operator.
14. Pupils shall be taken on and discharged from the bus only at the designated stops and at extreme right of the road. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start his bus or signal the driver of any vehicle, who has stopped in compliance with the provisions of Section 3208 of the School Laws of Pennsylvania, to proceed until after each child who may have alighted there from shall have reached a place of safety.
15. No person other than a school pupil shall be transported in a school vehicle except that a teacher or other school official may ride when designed by the BOARD. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.
16. A school bus, including Type A vehicles shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker". All other public conveyances when transporting school children under contract shall provide adequate seating for each student with no standees permitted.
17. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Penn Dot, as promulgated from the Vehicle Code.
18. It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the aforesaid school district.
19. This contract shall not be transferred. Another school bus which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the BOARD or the designed representative; but only for the duration of the emergency.
20. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination in accordance with Item 4.
21. The BOARD shall adjust all matters arising out of this contract not specifically provided for therein.
22. Attach all additional conditions between the BOARD and CONTRACTOR that have not been listed.

SERVICE AGREEMENT

Client Octorara Area School District
228 Highland Road, Suite 1 | Atglen, PA 19310

Services to be Provided The Chester County Intermediate Unit will:

1. Establish Systems Design Benchmarking training for assigned staff September 2022 – November 2022.
2. Provide feedback and guidance on the development of the Language Instruction Educational Program (LIEP) to comply with state and federal regulations September 2022– December 2022.
3. Provide system design consultative services with OASD February 2023 – March 2023.
4. Assist OASD in envisioning and planning for next steps in the systems design process – Date to be Determined after Systems March 2023.

Date(s) of Service September 2022 – March 2023

See chart below for additional details and dates of service.

Location of Service Octorara Area School District
228 Highland Road, Suite 1 | Atglen, PA 19310

Fees Services provided by the CCIU for training and consultation for Phases 1 and 2 shall not exceed \$43,360.00.

Information on the chart below further details services.

Invoicing will occur after the delivery of services from each phase as follows:

Phase 1 | System Design Benchmarking Training & LIEP Development – \$22,480.00
To be billed on or after November 18, 2022

Phase 2 | System Design Benchmarking Consultative Services – \$20,880.00
To be billed on or after March 10, 2023

Phase 3 | TBD

During the course of this work, there may be additional professional learning needs and coaching supports that are not covered by this agreement. The amount of estimated time in this proposal does not take this into account.

Terms 1. The CCIU shall indemnify and hold harmless, and upon request, defend the School Entity and its board members, officers, directors, employees, consultants, attorneys, and agents from and against all liabilities, losses, costs and expenses of every kind (including but not limited to reasonable attorney fees and costs of litigation)(“the Indemnified Claims”) relating to the services provided by the CCIU under this Agreement but only to the extent that it is judicially determined

that such Indemnified Claims resulted from the actual negligence or fault of the CCIU.

2. Except in the case of negligence by CCIU or deliberate and willful violation of applicable law or the explicit written instructions or written directives of the School Entity, the School Entity's exclusive remedy for the breach of this agreement by the CCIU shall be termination of the agreement.
3. The School Entity shall indemnify and hold harmless, and upon request, defend the CCIU and its board members, officers, directors, employees, consultants, attorneys, and agents from and against all liabilities, losses, costs and expenses of every kind (including but not limited to reasonable attorney fees and costs of litigation) relating to the services provided by the CCIU under this Agreement unless it is judicially determined that the CCIU was at fault.
4. To the extent that any applicable insurance policy contains coverage for contractual liability, the indemnity provisions contained herein shall be interpreted and construed to the extent possible as to bring the contractual limitation within the coverage of the applicable insurance policy.
5. This indemnity duty shall survive the termination or expiration of this Agreement.

Signature below indicates that this agreement has been received, read, understood, and its provisions accepted. Return one signed copy of this agreement to Michelle Williams, Innovative Educational Services, CCIU, 455 Boot Road, Downingtown PA 19335, or MichelleW@cciu.org.

Approvals

CCIU Contact

Client

Signature

Date

Bonnie J. Wolff
Board President
Chester County Intermediate Unit
bonniewolff@board.cciu.org

Signature

Date

Dr. Michele Orner
Superintendent
Octorara Area School District
610-593-8238
morner@octorara.org

Octorara SDB NCEE & EL Supports				
Phase 1 – System Design Benchmarking Training & LIEP Development				
Service Provided for Octorara	Dates of Service	Number of Consultants	Additional Details	Cost of Services
System Design Benchmarking for Teachers	September 28 September 29 November 16 November 17	1 (external consultant from NCEE)	<p>This is a four-day engagement intended to develop a broader coalition of district stakeholders who will help develop foundational understanding of the design principles and practices evident within the highest-performing education jurisdictions in the world.</p> <p>This modified version of the System Design Benchmarking engagement will be scheduled over two 2-day sessions. Approximately twenty-five teachers and school/District leaders will engage in this professional learning experience and are expected to complete pre-session reading assignments and post-session follow-on discussions to ensure full participation during the scheduled sessions. NCEE will facilitate these sessions in person utilizing resources found on the NCEE portal to which all participants will be provided access upon submission by the District to NCEE of the roster of participants.</p>	\$17,280
System Design Benchmarking CCIU Consultative Support	September 28 September 29 November 16 November 17	2	CCIU consultants will provide support and guidance to Octorara Area School District during the Systems Design Benchmarking (SDB) NCEE training during four sessions from September 2022 to November 2022.	\$3,600
EL LIEP Development	September 6 October 4 November 1 December 7	1	The CCIU will provide feedback and guidance to Octorara Area School District for the writing of their Language Instruction Educational Program (LIEP) plan for 4 one-hour sessions from September 2022 to December 2022. This includes an overview of all required components that need to be included in the plan to meet compliance with state and federal regulations.	\$1,600

Phase 2 – System Design Benchmarking Consultative Services

System Design Consultative Services	February 15 February 16 March 8 March 9	1 (external consultant from NCEE)	<p>NCEE’s System Design Specialist will engage with District leaders and participants from the original System Design Benchmarking Team as well as the System Design Benchmarking for Teachers engagement to support the development of a sustainable system of professional learning that supports the fidelity of Tier I Instruction</p> <p>NCEE’s System Design Specialist will support SDB graduates during four “Design Days” that will provide an opportunity for collaborative design of a professional learning system.</p> <p>NCEE’s System Design Specialist will work collaboratively with SDB graduate representatives to plan and facilitate the Design Days referenced above.</p> <p>NCEE’s System Design Specialist will coordinate with Chester County IU personnel also working within the district to embed a revised Multi-Tiered System of Support into the professional learning system design.</p> <p>NCEE’s System Design Specialist will, through a single point of contact in the district, engage with various stakeholders, which may include Octorara Area Education Association leadership, representatives from local higher education institutions, Board members, and others as determined by the district, to pursue the best possible outcomes for the professional learning system design.</p> <p>NCEE’s System Design Specialist will be available remotely to SDD graduates between before, between and after the Design Days to support the development of a sustainable professional learning system.</p>	\$17,280
System Design Consultative Services with CCIU Consultants	February 15 February 16 March 8 March 9	2	<p>CCIU consultants will provide support and guidance to Octorara as they receive consultative services from NCEE after</p>	\$3,600

Phase 3 – To Be Determined				
CCIU and OASD Next Steps & Planning	Date To Be Determined after March 9 NCEE Consultative Services	TBD	The CCIU will meet with the OASD administration team to assist in the process of envisioning and planning of next steps in the systems design process.	TBD

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (hereinafter "Agreement") is made and entered into by and between THE DEVEREUX FOUNDATION d/b/a DEVEREUX ADVANCED BEHAVIORAL HEALTH (hereinafter "Devereux"), and OCTORARA AREA SCHOOL DISTRICT hereinafter "Customer").

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Term. This Agreement shall commence on December 15th, 2021 and continue until June 23, 2023.
2. Termination. Either party may terminate this Contract upon written notice to the other party. In the event of termination, Customer shall pay and Devereux shall provide services to the date of termination. Notwithstanding the foregoing, Devereux may terminate this Agreement immediately, for any one or more of the following reasons:
3. Duties of Devereux. Devereux shall provide consultation services as more fully described in Attachment A, Work Statement and Compensation Schedule (hereinafter "Attachment A"), which is attached hereto and incorporated herein.
4. Compensation. Customer will pay Devereux in accordance with the terms and conditions more fully described in Attachment A.
5. Independent Contractor. In performance of this work, duties and obligations, it is understood and agreed that Devereux is at all times acting and performing as an independent contractor. Customer shall have no ability nor shall exercise any control or direction over the methods by which Devereux, its officers, directors, employees and agents perform their work and functions. The Parties agree and understand that this Agreement in no way limits Devereux's ability to earn income from sources other than Customer.
6. Disclosure of Information. In providing services under this Agreement, Devereux may have access to Customer's confidential and proprietary information, relative to Customer or Customer's students. Devereux agrees to treat such information as confidential to the same extent that Devereux protects its own confidential information of a similar character.
7. Force Majeure. If the provision of consulting services provided herein is prevented or abandoned by reason of fire, storm, national emergency, labor dispute, strike, lockout, civil disturbance, explosion, inevitable accident, government actions, acts of God, or any reason not within the control of Devereux, Devereux shall not be liable in any way whatsoever for any expenditure or liability or loss, including consequential loss incurred by Customer.
8. Damages. Neither party shall be liable to the other for incidental, punitive, special, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out

of, or relating to this Agreement. In the event of a breach, the liability of Devereux shall be limited to the fees set forth in Attachment A.

9. **Entire Agreement; Modification.** This instrument contains the entire Agreement of the Parties. There are no promises, representations, inducements, understandings, or other agreements not expressly set forth in this Agreement (including any attachments). This instrument may not be changed orally but only by agreement in writing and executed by appropriate authorized representatives of each Party.
10. **Severability.** Any provision of this Agreement deemed void or unenforceable by law, shall be stricken, and all remaining provisions shall continue to be valid and binding. The Parties agree that in the event of a void or unenforceable provision, that such provision shall be replaced with enforceable language that expresses the original intentions of the stricken provision.
11. **Assignment.** This Agreement may not be assigned, in whole or in part, by Customer without the prior written consent of Devereux.
12. **Authorized Representatives.** The individuals executing this Agreement represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective organizations.
13. **Situs.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. All disputes arising out of this Agreement shall be resolved exclusively in the Courts of the Commonwealth of Pennsylvania with venue in Chester County.
14. **Notices.** Any notice required under this Agreement shall be made by electronic or certified mail, return receipt requested, addressed as follows:

Corporation: Devereux Advanced Behavioral Health
2012 Renaissance Boulevard
King of Prussia, PA 19406
ATTN: Jacalyn Auris, VP of Education Services
(jauris@devereux.org)

With a copy to: Devereux Advanced Behavioral Health
2012 Renaissance Boulevard
King of Prussia, PA 19406
ATTN: LEGAL DEPARTMENT
(devhqlegal@devereux.org)

Customer: Octorara Area School District
228 Highland Road
Suite 1
Atglen, PA 19310
ATTN: Cale Hilbolt, Director of Student Services

ACCORDINGLY, inconsideration of the terms and conditions herein, and intending to be legally bound, the Parties duly executed this Agreement on the dates set forth below.

THE DEVEREUX FOUNDATION:

By: _____
Jacalyn Auris, Ed.D.
VP, Education Services

Date

CUSTOMER:

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Date

Name: _____

Name: _____

ATTACHMENT A:

WORK STATEMENT & COMPENSATION SCHEDULE

Rational for Proposed Work	This proposal is in response to a request to provide Mental Health Specialist(s) and Social Work services to students and families of Octorara School District.
Inclusive Billable Activities	On-site activities: Supportive services to youth identified by Octorara staff which includes individual and group counseling, behavioral health assessments, case management activities, linkages to supportive services, attendance in IEP meetings, truancy elimination planning, and consultations with family members. Off-site activities: Coordination of assessments and trainings; email and phone communication with staff and family members; home visits (to include travel to and from the school building); attendance at truancy hearings (to include travel to and from the school building).
Non- Billable Activities	Staff time traveling to or from the school (outside typical school hours).

**Proposed
Dates**

This proposal assumes prorated time and fees for the first year of a two-year partnership:

Start Year 1: December 15, 2022 **Complete Year 1:** June 27th, 2022
Start Year 2: August 22nd, 2022 **Complete Year 2:** August 21st, 2023

Total Cost FTE Time	Monthly Cost (10 Months)	Annual Cost
<i>Two Master's level Mental Health Specialists and Two Licensed Social Worker- 4 FTE staff</i>	\$36,855.00	\$368,550.00
Total Cost FTE Time	Weekly Cost 3 staff for 5 HPW	Annual Cost (5 weeks)
<i>Two Master's level Mental Health Specialists and Two Licensed Social Worker- ESY Hourly Rate</i>	\$2,600.00	\$13,000.00

ACTIVITIES AND FEES FOR PROPOSED SERVICES – LICENSED SOCIAL WORKER

Activities	Rate Summary
<p>Devereux Consultation Services, including but not limited to the following:</p> <ul style="list-style-type: none"> • Crisis Management <ul style="list-style-type: none"> ○ Direct Coordination with Crisis Centers, mobile crisis teams, and triaging youth experiencing risk behaviors in the school building • Truancy Support and Intervention <ul style="list-style-type: none"> ○ Serve as a home and school visitor ○ Develop Truancy Elimination programming and implement strategies that motivate youth and families to attend school regularly ○ Represent Octorara at local truancy hearings and provide appropriate resources such as attendance reports, engagement records, and truancy elimination plans ○ Encourage families to take accountability of the youth's school attendance while offering encouragement and support, as needed • Family Support <ul style="list-style-type: none"> ○ Assist families in the linkage/connection to school programming and community resources ○ Support family members with engagement in school attendance and supportive programming 	<p><u>Full-Time Traditional School Year</u></p> <p>2 FTE Licensed @ \$102,800 annually (10-month school year) per FTE</p> <p><u>Hourly Rate for Extended School Year</u></p> <p>\$145/hr per Licensed Social Worker @5 hours per week per SW</p> <p>\$7,250 for entire 5-week ESY</p>

<ul style="list-style-type: none"> • Case Management <ul style="list-style-type: none"> ○ Oversee the referral process to internal and external resources which includes coordination of ongoing care ○ Manage students' re-entry from APS and hospitalizations, as needed • Collaboration with school staff <ul style="list-style-type: none"> ○ Attend IEP meetings, SAP Team meetings, and all additional meetings as identified by Octorara School District to ensure collaboration and continuity of care when delivering social work services 	
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ACTIVITIES AND FEES FOR PROPOSED SERVICES -- FULL-TIME MENTAL HEALTH SPECIALISTS

Activities	Rate Summary
<i>Devereux Consultation Services, including but not limited to the following:</i> <ul style="list-style-type: none"> • Individual Counseling <ul style="list-style-type: none"> ○ Stop-gap/short-term treatment for youth waiting for community services and long-term clinical supportive services in the school setting. ○ Typically, 25 youth per week/per FTE; not to exceed 35 individual youth per week (per FTE). • Linkages to Supportive Services <ul style="list-style-type: none"> ○ Support families in attaining clinical resources in the community. ○ Coordinate referrals to external case management programs, as need. ○ Available for all youth referred to the mental health specialist and when indicated via assessment. • Assessment <ul style="list-style-type: none"> ○ All youth referred will complete intake, consents, and clinical assessment. ○ Columbia Suicide Screener completed for all youth in the program. • Curriculum-based groups <ul style="list-style-type: none"> ○ Maximum of 4 per week per FTE, unless otherwise approved by both district and Devereux Advanced Behavioral Health ○ Youth in groups require an intake and assessment prior to entering group. • Coordination of Care <ul style="list-style-type: none"> ○ Ongoing consultation with external community behavioral health providers for youth in the program • Collaboration with school staff <ul style="list-style-type: none"> ○ 10 skill building sessions (one per month) in which the Mental Health Specialists will work with teachers and team members to educate on topics such as: <ul style="list-style-type: none"> ▪ Trauma Informed Practices ▪ Identification of symptoms and feelings ▪ How to ask for help ▪ How to refer to the student services team 	<p><u>Full-Time Traditional School Year</u></p> <p>2 FTEs Master's Level Mental Health Specialist @ \$81,475.00 per FTE =</p> <p>\$162,950 annually (10-month school year)</p> <hr/> <p><u>Hourly Rate for Extended School Year</u></p> <p>\$115/hr per Master's Level Mental Health Specialist @5 hours per week</p> <p>\$5,750.00 for entire 5-week ESY</p>

<ul style="list-style-type: none"> ▪ How to engage parents in discussions about behavioral health needs 	
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Devereux will prepare and deliver via regular mail, an invoice each month of the Agreement term, in the amount outlined in Attachment A. Payment in full for each invoice will be due no later than thirty (45) calendar days from the date of invoice. Each invoice will be mailed to:

Octorara Area School District
 228 Highland Road
 Suite 1
 Atglen, PA 19310
 ATTN: Cale Hilbalt, Director of Student Services

2022-2023 Octorara Area Career & Technical Education Occupational Advisory List

Michele	Orner	Superintendent	Octorara Area School District
Lisa	Bowman	Board of Directors	Octorara Area School District
Anthony	Falgiatore	Board of Directors	Octorara Area School District
Brian	Fox	Board of Directors	Octorara Area School District
Sam	Ganow	Board of Directors	Octorara Area School District
Jere	Zimmerman	Board of Directors	Octorara Area School District
Brian	Norris	Board of Directors	Octorara Area School District
Lisa	Yelovich	Board of Directors	Octorara Area School District
Matthew	Hurley	Board of Directors	Octorara Area School District
Charles	Koennecker	Board of Directors	Octorara Area School District
Kate	Dill	School Counselor	Junior-Senior High School
Jen	German	School Counselor	Junior-Senior High School
Samantha	Pittman	CTE Special Education Teacher	Junior-Senior High School
Jacqueline	Smith	School Counselor	Junior-Senior High School
Gina	Rodkey	Owner	Accounting Tech, Gina's Internet Advertising
Amber	Lowe	School Counselor	Junior-Senior High School
Elena	Tachau	Director of Curriculum, Assessment & Instruction	Octorara Area School District
Lisa	McNamara	Director of Career & Technical Education	Octorara Area School District
Melissa	Andrews	Assistant Principal	Junior-Senior High School
Mark	Peticca	Assistant Principal	Junior-Senior High School
Jon	Propper	Principal	Junior-Senior High School
Valerie	Hatfield	Youth Programs	Lancaster WDB
Lowe	Amber	School Counselor	Junior-Senior High School
Ron	Bare	Bare Financial Services, Inc.	Bare Financial Services, Inc.
Christine	Plankinton	Senior Vice President	Bank of America
Anecia	Delduco	Card Third Party Oversight	Second Nature Farm
Deb	Ellis	Card and Affinity Products	Highspire Hills Farm
Ron	Frederick	Owner	Agriculture Mentor
Tracey	Dougherty	Farmer	Chester County Workforce Development Board
Duane	Hershey	Agriculture Mentor	Local Industry
Marilyn	Hershey	Workforce Coordinator	Local Industry
Bob	Holliday	Dairy Farmer/Land O'Lakes	Brandywine Watershed Regeneration Initiative
Steven	Hughes	Dairy Farmer/Land O'Lakes	Cheyney University
Amy	Jaros	Founder	Dutchland, Inc.
Steve	Kerlin	Professor	Stroud Water Research Facility
Tammy	Simon	HR Administrator	Junior-Senior High School
Conrad	King	Director of Education	Community Member/Farmer
Kathy	King	Farmer	Second Nature Farm
Jessica	Lietzke	Instructor	Land O'Lakes
Laura	Matar	Dairy Nutrition and Sales-Purina Nutrition	Country Fresh Mushroom Co.
Dan	Miller	President & COO	PA Dept. of Agriculture
		Chester Delaware County Farm Bureau	

Tara	Muenz	Assistant Director of Education	Stroud Water Research Facility
Justin	Potts	Master Dairy Advisor Program	Land O' Lakes
Jeff	Stoltzfus		Penn State Extension
Henry	Taylor	Hortoculalist	Longwood Gardens
Kerry	Thomas	Founder	THT Bloodstock
		DIS Coordinator & Interim-Director of	
Brian	Trader	Longwood Graduate Program	Longwood Gardens
John	Urbanchuk	Assistant Professor/ Department Chair	Delaware Valley University
John	Wodehouse	Educator for Chester County	Penn State Extension
James	Artz	Sales/Training Specialist	ESI Equipment, Inc.
Jeremy	Turpin	Manager	Freedom Village
Laura	Brito	Admissions Recruiter	Harrisburg Area Community College
Charles	Graydus	Ag Instructor	Octorara Area School District
Don	Cairns	Farmer	Cairns Family Farm
Jeff	Curtis	Business Manager	Octorara Area School District
Katie	Coates	Business Owner	Local Business
Stacey	Graham	Business Career Academy Instructor	Octorara Area School District
Melanie	Keen	Business Owner	Penn Rise Advisors
Greg	Vietri	Owner	G.A. Vieti, Inc.
Scott	Mengle	General Manager	SECCRA
Dean	Stoltzfus	Owner	Stoltzfus Feed
Gwen	Null	Owner	Null's Towing
			Donaldson Company, Inc. Process
Scott	Grimes	Technical Training Manager	Filtration Solutions
Laura	Nalls	Admissions Counselor	Harrisburg Area Community College
Diana	Smoker	Controller	Lapp Electrical Service, Inc.
Tina	O'Connor	LPC - PABA Recording Secretary	Experience Positive Therapy, /PABA
			Western Chester County Chamber of
Donna	Steltz	Executive Director	Commerce
Chala	Thomas	Admissions Recruiter	Harrisburg Area Community College
Tabitha	Wallace	Teacher	Octorara Area School District
Joe	Yurick	Owner	Hauling & Junk Removal
Scott	Montague	Sr. Quality Assurance Manager	Johnson & Johnson
Patty	Andrey	Director	Upper Octorara Preschool
Stephanie	Basitan	Recruitment Coordinator	Bright Horizons
Shannon	Daddario	Director	Octorara Y.M.C.A. Preschool
			Our Lady of Consolation Early
Janice	Dagney	Director	Learning Preschool
Kelly	Cross	Parent	Room 2 Bloom
Melinda	Greer	Director	Curiosity Corner
Janet	Kabakjian	Director	Octorara Y.M.C.A. Preschool
Krista	Lease	Principal	Octorara Primary Learning Center
Tara	Murdock	Child Care Instructor	Junior-Senior High School
Kelly	Shoop	Day Care Instructor	Octorara Y.M.C.A. Preschool
Amy	Vitsorke	Instructor	Jitterbugs Music and Movement
Alicia	Winther	Director	Sandy Hill Preschool
Kristen	Waits	Instructor	Gap Community Church
Gina	Turk	Lead Kids Director	Freedom Life

Lisa	Smith	Director	Curiosity Corner
Wendy	Dougherty	Director	Maple Grove Preschool
Bryan	Audet	Restaurant General Manager	Victory Brewing Company
Steve	Betts	Director of Dining Harrison Living	Harrison Living
Kevin	Guido	Owner	PJs Deli
Emily	Harper	Assistant Director Food Services	Octorara Area School District
Darren	Hodorovich	Culinary/Baking & Pastry Arts Instructor	Junior-Senior High School
Ted	Koehle	Assistant Director Dining/Nutrition Services	Tel Hai
Marty	Lespier	Executive Chief	Jenners Pond
Jean	Ley	Owner	Far Away Farms Country Corner
Pomanto	Pam	Owner	Traditions Catering
Pirozzi	Rocco	Shift Manager/Partner	Rocco and Anna
Jennifer	Reichard	Catering & Event Coordinator	Greenside Grill
Fergus	Carey	Owner	Fergie's Pub, Monks Cafe
Michael	Quinn	Owner	Stottsville Inn
Matthew	Reimold	Corporate Executive Chef	Victory Brewing Company
Mark	Tongel	Top Chef	Octorara Area School District
Jeremy	Turpin	Director of Dining Services	Freedom Village
Saunders	Rodney	Catering/Testing Kitchen	Wawa
Pamela	Barranco	Team Coordinator	Paulsonbilt
Dorian	Labato	Food Director	Octorara Area School District
Thomas	Bodner	Alumni	Limestone Pizza
Mariano	Caitlin	Tap Room Manager	Victory Brewing Company
Caitlin	Hicks	Human Resources	Penn Medicine CC Hospital
Christie	Harrison	Manager	Stottsville Inn
Rachael	Farber	Human Resources	AJB Trash & Recycling Service
Jill	Fisher	Human Resources Generalist	Shady Maple
Bill	Gayle	President and Senior Systems Consultant	Origami Technology Group
Stephen	Grosh	VP of Human Resources	Dutchland
Dan	Lefever	Drafting/Coop Instructor	Junior-Senior High School
Colby	Long	Foreman	Dutchland, Inc.
Sue	Maragorolakis	Owner	Limestone Pizza
Dan	McAteer	Business Services Representative	PA Careerlink
Cathy	Rychalsky	Executive Director	Lancaster WIB
Tom	Walser	President	CNC Manufacturing
Steve	Burn	Site Manager	SECCRA
Chris	Demars	Nuclear Engineer	Exelon Generation
Charles	Dobson	President	InLand Design
Greg	Newell	President	Nave Newell
Phil	Risser	CEO Engineering	Valco Inc.
Jenny	Alexander	Owner	Painted Lily
Ted	Ansel	Account Development	White Oak Print & Cross-Media Solutions
Allan	Fellman	Owner	AKG Printing
Nathan	Frohm	Senior Graphic Designer	Iron Mountains
Mary	Galligan	Program Manager	Art Partners Studio
Bob	Jones	Artists/Designer	Delaware County Community College

Judith	Lee	Social Media, Mobile & Email Marketing Expert	Communications Work Now
Geri	Lessley	Senior Promotional Consultant	Zakback, Inc.
Jacqui	Moulder	Professional Concept Artist	Self Employed
Jadin	Toliski	Graphic Designer	Naughty Dog
Kyle	Whary	Art Teacher	Junior-Senior High School
Rachel	Minnich	Graphic Design & Illustration Teacher	Junior-Senior High School
James	Pannafino	Web Designer	Millersville
Troy	Patterson	Designer	York College
Janet	Petsko	Partner	Image Ink
Katie	Jones	Rep	Xerox
Pat	Lauletta	Teacher	Junior-Senior High School
Mark	Gallant	Tech Ed Department	GMSD
Scott	Messick	Sales/Co Owner	Messick's
Michael	Alexander	Sr. Recruiter	PECO
Darryl	Barber	President	Darryl Barber & Sons Plumbing
Charlie	Graydus	Teacher	Heating Air Conditioning Inc.
Matt	King	Farmer	Junior-Senior High School
Doug	Lapp	President	Community Member/Farmer
Zach	Neiderer	After sales District Manager North America	Chester/Delaware Farm Bureau
Scott	Sheely	Special Assistant for Workforce Development	New Holland Agriculture
Tim	Wentz	Northeast Equipment Dealers Association	PA Department of Agriculture
Mark	Yoder	Precision Ag Regional Director	Equipment Dealers Association
Jeff	Young	Owner	Coordinator
Cody	Shenk	Precision Farming Support	Hoober's
Scott	Messick	Owner	Jeff Young Construction
Steve	Burn	Site Manager	Messick's
Joe	Messner	Founder and CEO	Messick's
Darryl	Barber	President	SECCRA
Dwayne	Evans	Woodcrafter	JGM
Kevin	McGinnis	Owner	Darryl Barber & Sons Plumbing
Anthony	Castrovillo	Recruiter	Heating Air Conditioning Inc.
Matt	Talley	Woodworking Instructor	D. Cheney Co.
Jon	Taylor	Owner	McGinty Cabinetmaking
Greg	Pilotti	Owner	Universal Technical Institute
Jamie	Schempp	Parent	Junior-Senior High School
Jonathan	Zook	Partner & General Manager	Blackbird
Abby	Bayley	HR Assistant	Greg Pilotti Furniture Makers
Brian	Winn	Project Manager	Octorara Area School District
Carl	Metzler	Owner	Stoltzfus Structures LLC
John	Billas	Designer	Baldwin
Rich	Klinger	Furniture Maker	Herr Ind.
Bud	Herman	Director of Operations	Christiana Cabinetry
			Spanco Inc.
			Greg Pilotti Furniture Makers
			Parkeburg Point

Kevin	Welsh	Owner	KP Walsh Machinery
Jeff	Lesoine	Design Engineer	Stewart-Amos Sweeper Co.
Maria	O'Connell	Vice Chair, Owner	Express Employment Professionals
Dave	Walter	Owner	Walter and Jackson
Stephanie	Larkin	VP of Education Safety & Workforce Development	ABC Keystone Associated Builders & Contractors
Dan	McAteer	Business Service Representative	PA Careerlink
Bill	Gayle	President and Senior Systems Consultant	Origami Technology Group
Sue	Maragorolakis	Owner	Limestone Pizza
Tom	Walser	President	CNC Manufacturing
Kimberly	Ross	Manager	Chili's
Michael	Smith	Manager	Mancroft Construction
Jennifer	Engel	Assistant	Advanced Trim & Kitchens
Jason	Boss	Design Engineer	Valco, Inc.
Josh	Wolff	Design Engineer	Fairbanks Morse
Kimberly	Ross	Manager	Chili's
Karl	Moore	Manager	Victory Brewing Company
Charles	Shelton	Owner	Shelton Pallet Co.
Sarah	Dudley	Recruiter	Wegmans Store Downingtown
Kim	Olseski	Training Coordinator	Chester County Department of Emergency Services
Mark	Barto	Fire Instructor	Junior-Senior High School
John	Narcise	Law Instructor	Junior-Senior High School
Rob	Linnenbaugh	EMT Instructor	Junior-Senior High School
Kerri	Barrett	Paramedic	GFAC
Rob	Cazillo	Fire Chief	Keystone Valley Fire Department
BJ	Meadowcroft	Deputy Director for Fire	Chester County Emergency Service
John	Ryan	EMS SGT/ Paramedic	SCCEMS
Michael	Cotter	Patrol Officer	West Goshen PD
Beau	Crowding	Director Chesco Fire	Chester County Department of Emergency Services
Matt	Fink	Training Coordinator CCPSTC	Chester County Department of Emergency Services
Harry	Moore	Director EMS Chesco	Chester County Department of Emergency Services
Sonny	Reimold	Chief Christiana Fire	Christiana Fire Department
Brian	Vickers	EMT/FF	West Grove Fire Company
Geoffrey	Geoffrey	Chief Eng	Keystone Valley Fire Department
John	Gillespie	Director Chesco Facility	Chester County Department of Emergency Services
Kim	Harvey	Paramedic 94	Paramedic 94
Caysie	Calder	Fire Fighter	Cochranville Fire Department
Elizabeth	Schew	Fire Marshall Chesco	Chester County Department of Emergency Services
Neil	Vaughn	EMA	Emergency Management Agency
William	Hall	Instructor	Parkesburg
Donald	Billet	EMT	Lancaster CTC
John	Weer	Fire Marshall	Christiana Ambulance
Chrissy	Simpkins	Chesco EMA	Chesco
Brian	Gathercole	Police Officer	Emergency Management Agency
			Chester County
			Uwchlan Police Department

Jared	Null	ASST Chief Cochranville	Cochranville Fire Department
Brian	Sheller	Chief Of Police Parkesburg	Parkesburg Police Department
Ray	Dymond	Owner Dymond Construction	Dymond Construction
Rachel	Minnich	Graphic Design and Illustration Instructor	Junior-Senior High School
Helena	Martin	Ag Teacher	Junior-Senior High School
Toni	Trainor	Instructor PE/Health Octorara	Junior-Senior High School
Gerry	Lindenlauf	Police Instruction Coordinator Chesco	Chester County Department of Emergency Services
Ernie	Powell	EMS Coordinator Chesco	Chester County Department of Emergency Services
Chris	Bunting	IT Director	JD Eckman
Patrick	Slattery	Account Executive	ComStar Technologies
Robert	Czetli	IT Director	Octorara Area School District
Rick	Geiner	Operations Manager	Sage Technologies
Alicia	Syx	Office Manager	Sycamore Combine
Jeff	Hostetter	Co-Owner	Eagle Business Software
Chris	Bunting	IT Director	JD Eckman
Patrick	Slattery	Account Executive	ComStar Technologies
Rob	Czetli	IT Director	Octorara Area School District
Rick	Geiner	Operations Manager	Sage Technologies
Jeff	Hostetter	Co-Owner	Eagle Business Software
Michael	Landers	Cyber network Operations Officer	United States Marine Corps
Scott	Hist	Owner	Hirst Systems
Brian	McCoy	Owner	OnSight Technologies
Mimi and Tom	Green	Owners	Green Valley Academy