

OCTORARA AREA SCHOOL DISTRICT WORK SESSION

May 8, 2023– 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
5. Visitors' Comments - Agenda Items Only
6. Information Items
 - A. Sandra Evans will transfer from a first grade teacher to gifted teacher at the Primary Learning Center and Elementary Schools effective the start of the 2023-2024 school year.
 - B. Shauna McAllister will transfer from a fourth grade teacher to a special education teacher at the Elementary School effective the start of the 2023-2024 school year.
 - C. Suzanne Schurr will transfer from a third grade teacher to ESL teacher for grades 3-6 effective the start of the 2023-2024 school year.
7. Presentation of Agenda Items for the May 15, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors elect _____ as Board Treasurer from July 1, 2023 through June 30, 2024.
 - B. That the Octorara Board of School Directors approve the resolution for the Proposed Final General Fund Budget for the 2023-2024 school year.
 - C. That the Octorara Board of School Directors approve the list of current Class of 2023 seniors of the Octorara Area Sr. High School, having been individually considered for graduation by the Octorara Board of School Directors, contingent upon their successful completion of all local and state requirements.
 - D. That the Octorara Board of School Directors approve the Mental Health Staffing Support with the Chester County Intermediate Unit for the 2023-2024 school year.
 - E. That the Octorara Board of School Directors approve the Therapy Services Agreement with Pediatric Therapeutic Services, LLC for the 2023-2024 school year.
 - F. That the Octorara Board of School Directors approve the Pennsylvania Fish & Boat Commission Grant Agreement for \$2,702.76 for the purpose of purchasing water quality treatment kits, chiller, pumps, and nets for the Agriculture Program.
 - G. That the Octorara Board of School Directors accept the donation of an AED for the athletic training room from the Peyton Walker Foundation.

- H. That the Octorara Board of School Directors accept the following donations/sponsorships for the OABEST Expo:

Null's Towing Company - \$300
OAEA - \$500
Chester/Delaware Farm Bureau – In-kind Immersion Lab
Triple Play Barn - \$200
Citadel Credit Union - \$500
Chester County Conservation District - \$300
Ironlinx Transportation – In-kind Tractor Trailer Simulator
Houghton Enterprises – In-kind Funnel Truck
Chester County Economic Development Council – \$550
Herr Foods – 1,500 bags of chips
BELFOR Property Restoration - \$1,000
Parkesburg Action Committee - \$100
Dutchland Inc. - \$500
Cope Construction Renovation - \$215
Cecil County Community College - \$100

Resignation Approvals:

- I. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Vanessa Peterson as a Spanish teacher at the Octorara Jr./Sr. High School effective June 7, 2023. (Hired August 29, 1996)
- J. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Mr. Charles Graydus as an agriculture education teacher at the Octorara Jr./Sr. High School effective June 7, 2023. (Hired August 23, 2003)
- K. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Ms. Lois (Penny) Wertz as a maintenance employee effective June 30, 2023. (Hired August 5, 1991)
- L. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Mr. William Wertz as a maintenance employee effective June 30, 2023. (Hired March 10, 1994)
- M. That the Octorara Board of School Directors accept, with regret, the resignation for purpose of retirement of Mr. Samuel London as a custodian at the Octorara Elementary School effective June 30, 2023. (Hired September 9, 1999)
- N. That the Octorara Board of School Directors accept the resignation of Ms. Holly King as a special education teacher at the Octorara Elementary School effective June 7, 2023. (Hired November 21, 2022)
- O. That the Octorara Board of School Directors accept the resignation of Mr. Akram Madanat as a food service employee effective April 5, 2023. (Hired February 20, 2023)
- P. That the Octorara Board of School Directors accept the resignation of Ms. Reham Madanat as a food service employee effective April 21, 2023. (Hired February 20, 2023)

Hiring Approvals:

- Q. That the Octorara Board of School Directors approve the following professional and support staff employees for the Summer Literacy/Math/Science and Extended School Year Programs:
- Stacie Larer, teacher, \$32 per hour
Shannon Owens, teacher, \$30 per hour
Amy Hollingworth, teacher, \$30 per hour
Melissa Fanelli, teacher, \$35 per hour
Kathryn McGinnis, teacher, \$30 per hour

Dominic London, support, \$22 per hour
Brianna Cortez, support, \$22 per hour
Travis Lankford, support, \$20 per hour
Matt Bruni, support, \$20 per hour
Holly Strogan, support, \$20 per hour

- R. That the Octorara Board of School Directors approve the following changes for the Summer Literacy/Math/Science and Extended School Year Programs:
 - Jill Bright will transfer from a teacher to a substitute teacher at \$30 per hour
 - Val Brucherri will transfer from a teacher to support staff at \$22 per hour
- S. That the Octorara Board of School Directors approve the following substitute teachers for the 2022-2023 school year:
 - Kaci McIlmoyle, Elementary Education
 - Hailey Rohrer, Elementary Education (60 Credits)
 - Sarah Boyer, Elementary Education
- T. That the Octorara Board of School Directors approve the following summer interns at a rate of \$8.25 per hour:
 - Savannah Fitzgerald – Agriculture/Animal Care
 - Cowan Hahn – Technology
 - Sarah Watson - Technology
- 8. Education Committee Report
- 9. Facility Committee Report
- 10. Other Items/Concerns
- 11. Visitors' Comments – General
- 12. Administrator Comments/Announcements
- 13. Board Comments
- 14. Adjournment
 - Facility Committee Meeting – Monday, May 8, 2023 – 6:00 p.m. in room 102 at the Jr. High School
 - Executive Session for Personnel – Monday, May 8, 2023 – 6:30 p.m. in room 102 at the Jr. High School
 - Finance Committee Meeting – Monday, May 15, 2023 – 6:00 p.m. in room 102 at the Jr. High School
 - Next regularly scheduled Board Meeting – Monday, May 15, 2023 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

OCTORARA AREA SCHOOL DISTRICT

Resolution Authorizing Proposed Final Budget Display and Advertising

RESOLVED, by the Board of School Directors of Octorara Area School District, as follows:

1. The proposed Final Budget of the School District for the 2023-2024 fiscal year on form PDE 2028 as presented to the School Board shall be considered the proposed Final Budget of the School District for the 2023-2024 fiscal year and shall be made available for public inspection after this date. The budget may be amended before final adoption.
2. At least ten (10) days before the date scheduled for adoption of the Final Budget, the Secretary shall advertise Final Budget Notice in substantially the form as presented to the School Board. The Notice shall be advertised once in a newspaper of general circulation and shall be posted conspicuously at the School District offices.



MENTAL HEALTH STAFFING SUPPORT

Proposal for the Octorara Area School District

2023-24 ACADEMIC YEAR



MENTAL HEALTH STAFFING SUPPORT

OVERVIEW

The Chester County Intermediate Unit (CCIU) is prepared to offer mental health staffing support to the Octorara Area School District including Mental Health Therapists, Mental Health Specialists, and/or School Counselors. The CCIU team will collaborate with the school-based faculty and staff, building level administration, and central office leadership to ensure students receive superior, individualized support to optimize school-based success.

BENEFITS

The CCIU has considerable experience in providing school-based mental health services to school districts, public charter schools, and private schools. The CCIU has previously provided school-based mental health counselor services to the following educational organizations:

- Avon Grove School District
- Coatesville Area School District
- Downingtown Area School District
- Great Valley School District
- Owen J. Roberts School District
- West Chester Area School District
- Unionville-Chadds Ford School District
- Collegium Charter School
- 21st Century Charter School

The CCIU is comprised of highly qualified, experienced staff who are well-trained to address specific student and program needs. CCIU also provides professional mentorship to all employees and extensive professional development opportunities to ensure that practitioners are knowledgeable and competent in best practices in their area of expertise as well as in the field of education. CCIU administrators have the experience and expertise to collaborate with district administrators on the supervision of the school-based mental health staff on assignment in order to support the success of the staff within the Octorara Area School District.

The CCIU has the experience and resources to meet the identified needs. CCIU mental health professionals are highly qualified and trained to address specific student and program needs. CCIU supervisors have specific expertise to collaborate with district administrators and staff and thus increase the effectiveness of the programs. CCIU successfully operates school-based treatment programs including Reach, Teach and CARE, and provides mental health staffing and supports at CCIU buildings and programs as well as many school district and schools throughout Chester County and beyond.

The CCIU has invested heavily in the professional development of our staff. Within each discipline, staff members have developed specialized expertise and training. Additionally, staff have secured advanced credentialing for their positions including:

- Professional licensure from the Commonwealth of Pennsylvania of social work, counselor, and psychology
- Board Certified Behavior Analyst



- Diplomate of the American Board of School Neuropsychology
- Certificate of Clinical Competence from the American Speech-Language and Hearing Association (ASHA)

The CCIU has access to each of the professional staff members for technical assistance and training.

CCIU is a provider of professional development and training support:

- The CCIU currently employs a cadre of Training and Consultation (TaC) specialists. These certified and credentialed professionals provide training and technical assistance to school district, charter, and private school personnel to enhance schools' ability to provide the best possible education for all students, including those with disabilities.
- The CCIU provides 18 continuing education units annually specifically focused on school-based mental health and meets the requirements for biennial licensure.
- The CCIU has also provided discipline-specific training to school-based mental health counselors in and around Chester County. Recent trainings have included:
 - Trauma-Sensitive Practices
 - Behavioral Activation Strategies for Helping Kids to Cope in the School Setting
 - Social Media, Technology & Assessing Suicide Risk during the COVID-19 Era
 - Treatment of Anxious Youth: A Cognitive-Behavioral Approach
 - School Safety: Best Practices in Pennsylvania Threat Assessment

2023-24 STAFFING SUPPORT PLAN

The CCIU seeks to work collaboratively with the Octorara Area School District to provide four credentialed staff to support the behavioral health needs of the students of the Octorara community. The school-based mental health staff will be fully dedicated to the Octorara Area School District and will provide the following services:

- Create, implement, and support school-based counseling treatment plans.
- Provide individual and/or small group counseling according to the frequency and duration delineated in the students' IEPs.
- Provide monthly updates on all students as well as quarterly progress reports for all caseload students. The monthly updates will include:
 - Information regarding sessions completed,
 - Information regarding session(s) missed for each student and reason for missed session(s), and
 - Explanation for missed session(s) and plan for make-up sessions to occur within a reasonable time period.
- Collaborate with school-based teams to gather information regarding the students' social, emotional, and behavioral functioning to inform support plans aimed at improving identified skill deficits and promote pro-social behaviors. The school-based mental health staff will complete an intake process and assessment(s) to inform the decision-making process.
- In conjunction with school-based teams, develop and track outcomes/metrics to assess the effectiveness of the counseling program (i.e. increase in school attendance, decrease in disciplinary events, decrease in class cuts, etc.).
- Provide consultative services to the general education and special education teachers, services providers, and any other member of the IEP team.



- In partnership with school leadership, develop and implement whole school initiatives that promote pro-social behaviors (i.e. mindfulness training, sensory areas, community service opportunities, etc.).
- Liaise with community-based partners to connect students and families with community resources to support individual and family needs.
- Complete and submit Medical Assistance documentation for reimbursement according to school district procedures.
- CCIU staff will support implementation of district goals, provide regular collaboration with district administrators, and coordinate necessary supports.

These activities are not meant to be fully inclusive. These activities can be expanded upon or narrowed based on feedback from the Octorara Area School District's administrative team.

RESPONSIBILITIES OF CCIU

- CCIU staff shall be properly qualified, licensed and credentialed to perform the services and shall provide Octorara Area School District with verification of credentials prior to the commencement of the services.
- The Clinical Supervisor and/or Clinical Coordinator will meet with OASD administration and other staff designated by the District on a quarterly basis to establish and maintain a successful working relationship between the organizations and to coordinate these services.
- The CCIU will provide high quality professional development that is customized to meet the needs of the District and the type of position.
- The CCIU will provide all management for submitting paperwork for School Based Access Program reimbursement.
- The Clinical Supervisor and/or Clinical Coordinator will conduct regular, on-going assessment of staff performance, provide clinical consultation, and facilitate regular communication between staff and special education administration.
- The Clinical Supervisor and/or Clinical Coordinator will be responsible for completing mid-year observations and end-of-year evaluations of the school-based mental health staff. The Clinical Supervisor and/or Clinical Coordinator will also make themselves available to the school-based mental health staff for case consultation as needed. The school-based mental health staff will be included in all CCIU mental health team meetings and professional development sessions.
- The Clinical Supervisor is a licensed social worker with over 20 years of experience providing direct and supervisory services to the school-based mental health counselors.

MENTAL HEALTH STAFF ROLE DESCRIPTIONS

Mental Health Therapist

- The Mental Health Therapist (MHT) is a licensed clinical social worker, licensed social worker, or licensed professional counselor with at least 2-3 years of experience. The MHT is responsible for facilitating and providing direct supportive counseling services consisting of individual and group counseling, designing and implementing interventions and strategies to promote academic and behavioral progress. MHTs serve as the lead team member responsible for completing required documentation and maintaining communication with teachers and parents. The MHT will conduct a Mental Health assessment and make recommendations for level, type and frequency of services. The MHT will provide school based supportive MH counseling, both individual and groups. The MHT



will provide referral to and collaboration with community services. The MHT is trained in Suicide Risk Assessments and will provide recommendations for intervention and complete safety planning. The MHT is also trained in CSTAG Threat assessment and can serve as part of the he districtwide threat assessment team. The MHT will consult/collaborate with School Team (MTSS/SAP).

Mental Health Specialist

- The Mental Health Specialist holds a Master's degree in psychology, social work or other related field. The Mental Health Specialist implements and directs a system of student therapeutic support and behavioral interventions, providing leadership with student transitions, and coordinating linkages with agencies and parents. The Mental Health Specialist utilizes practices that are evidence-based or scientifically validated.

School Counselor

- The School Counselor is licensed by the Pennsylvania Department of Education. The School Counselor helps students apply academic achievement strategies, manage emotions for school-based success, and plan for postsecondary life following graduation. The School Counselor utilizes a goal setting process with students and deliver lessons to achieve goals. The School Counselor provides short-term counseling to students and makes referrals for long-term support when needed in collaboration with families/teachers/ administrators/ for student success.



PROPOSED COSTS PER STAFF MEMBER

Mental Health Therapist (LSW, LCSW, or LPC)

FTE	1.0
Annual Cost Total	\$102,000

Mental Health Specialist

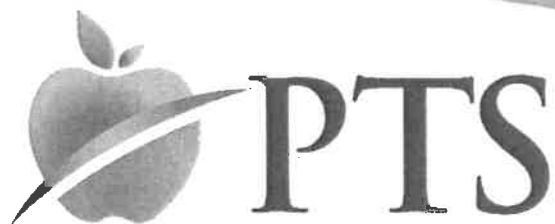
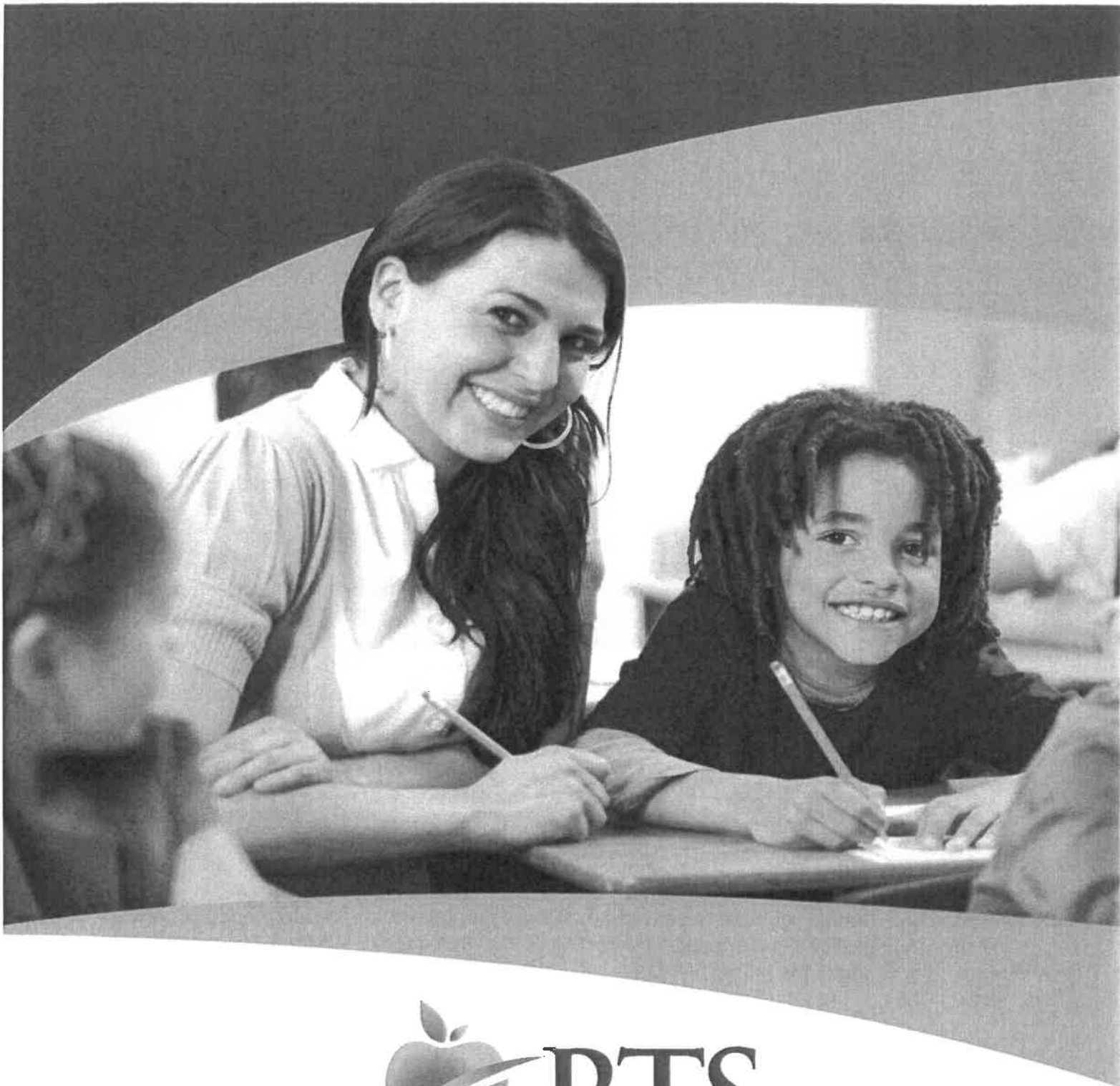
FTE	1.0
Annual Cost Total	\$81,000

School Counselor

FTE	1.0
Annual Cost Total	\$81,000

Total annual cost of the partnership will be dependent on the composition of the roles selected by the District administration for the four available positions. For example, the total annual cost of four Mental Health Therapists will be \$419,000. Whereas if four School Counselors are selected for assignment in the District, the total annual cost will be \$333,000. The CCIU will work collaboratively with the District administration to determine optimal staffing model.





Therapy Services Agreement



April 20th, 2023

Hello!

Thank you for collaborating with us for your therapy program. We are grateful that you are considering PTS to be your related services provider. Together, we hope to expand our collaborative reach and impact for students through proactive, inclusive practices.

A continued benefit of using PTS as your related services provider is the access you will have to all the program data and cost per child reporting that PTS BudgetWatch™ technology offers. We also will continue to offer free in-services and staff training. We look forward to continued partnership to enhance the services provided to children. In addition, we have placed more resources in our recruiting team to increase our reach to providers so that we can meet the needs of our clients.

I am excited to be joining PTS as their Practice Leader. I have over twenty years of experience in the related services field and have worked as a provider in private and public-school settings, as well as early intervention services.

We appreciate your shared enthusiasm for collaboration and look forward to future engagement with our respective teams. Enclosed please find our *Therapy Services Agreement*. Should you have questions about the contract and/or start-up process, or any of the offerings listed above, please contact us at 610-941-7020. We look forward to working with you in the months ahead!

A handwritten signature in cursive script, reading "Cheryl L. Haibach".

Cheryl Haibach
VP Practice Leader
Pediatric Therapeutic Services

Therapy Services Agreement

Thank you for the opportunity to help serve the needs of the children of your District/Program, Octorara Area School District (herein referred to as "District/Program"). Please review the following Service Agreement.

Background:

- A. Pediatric Therapeutic Services, LLC ("PTS") is engaged in the business of providing a range of pediatric therapy services to its own patients and to various other entities under contract with PTS. PTS fills these service needs by locating and providing Independent Contractors (not employees).
- B. The District/Program has identified a need for school-based therapy services and desires to use PTS, LLC for the fulfillment of that need.

Now, therefore, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties agree as follows.

1. **Service:** Upon request, PTS will provide contracted therapists to the District/Program. These independent contracted therapists will render therapy services to the District/Program's caseload. Documentation will be maintained on each student and will be included in his/her formal records. Therapists will attend IEP meetings. Schools will be responsible for acquiring appropriate prescriptions for these services. To ensure compliance, the District/Program will provide the Company with an accurate list of all students currently receiving therapy services, including grade, location, date of birth and current service levels. Prior to the start of the school year, the District/Program will provide the Company a bi-monthly, cumulative report that identifies the final placement and levels of services as recorded in new, incoming student records. Contracted therapists are to comply with the District/Program's requirements pertaining to IEP software and web-based Medical Access record-keeping. It will be the responsibility of contracted therapists to document time entries for the purpose of invoicing and task related record-keeping exclusively in the Company's web-based billing system. The District/Program will provide the Company's therapists access to each student record on its online IEP system, if such software is being utilized, not later than the first day therapists are required to report to school. Teletherapy services will be provided when authorized by the District/Program. If the District/Program is dissatisfied with the professional services of the independent contractor provided by PTS, upon receipt of written notice, PTS will provide a replacement contractor satisfactory to the District/Program.
2. **Insurance/Miscellaneous:** Since PTS will be providing services as an independent

contractor to the District/Program, our contracted therapists must not be placed in a position of supervising any of the employees of the District/Program. Contracted therapists will be invited to participate in any induction programs made available to staff and other contracted workers of the District/Program. Participation in induction program(s) by contracted therapists will not be billable time. All contracted therapists will have proof of licensure in the District/Program's state and carry liability insurance for malpractice. Independent Contractors' professional liability insurance coverage reflects a minimum of one million per incident or at such higher amount as it is required by law. Company maintains professional liability insurance with limits of one million per each claim, three million aggregate. General liability policy is maintained at two million per occurrence, four million general aggregate. This information will be held on file at PTS and will be provided prior to PTS' commencement of services to the District/Program.

Company will obtain the following documents from Independent Contractors and provide true and correct copies to the District/Program prior to the commencement of services.

- i. Criminal Background Check pursuant to Act 34;
- ii. Department of Public Welfare Clearance Statement pursuant to Act 151; and
- iii. Fingerprint reports when required by law.

Independent contractors are contractually obligated to conduct an employment history review, in compliance with 24 P.S. §1-111, and provide a copy to the Company and the District/Program, prior to the independent contractor initiating service to the District/Program. The employment history review shall include the completed Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release form with the Independent Contractor's response and the current/prior employer's response(s).

If during the time period of the Independent Contractor's assignment with the District/Program, the Independent Contractor has an arrest or conviction that is required to be reported by law the Independent Contractor, likewise, is contractually obligated to report the arrest or conviction in writing to the Company and the District/Program within 72 hours. Failure to report an arrest or conviction will result in immediate termination of the Independent Contractor's Agreement.

If the Independent Contractor violates 24 P.S. §1-111 or any other law, such action may constitute a breach resulting in the District/Program's request that the Independent Contractor be immediately removed as a service provider and the Company shall promptly comply with the District/Program's request.

3. **Non-Solicitation:** The District/Program understands and agrees that it will not employ or offer to employ or enter any form of service relationship or independent contractor

status, directly or indirectly, with the independent contractor provided by PTS to perform services for the District/Program under and pursuant to the terms and conditions of this Agreement for a period of eighteen (18) consecutive calendar months after the termination of such contract or any extension thereof.

4. **Fee:** Please see the following page for your customized hourly rates and fee structure. Please note that PTS has listed all disciplines and rates that are available to your District/Program. Signing this contract with all disciplines and rates does not mean the District/Program is committing to using all of PTS' services for the school year. All disciplines and rates are reserved and available should additional services be required.

Pediatric Therapeutic Services, LLC is pleased to offer you the following rate schedule for the 2023-2024 school year. Rates listed are hourly rates, unless otherwise specified. Please authorize this contract to be in effect July 1, 2023 through June 30, 2024 by signing below.

	2023-2024 School Year
Occupational Therapist	\$71.99
Certified Occupational Therapy Assistant	\$56.99
Physical Therapist	\$71.99
Physical Therapy Assistant	\$56.99
Speech Therapist	\$79.99
School Psychologist	\$94.99
Social Worker	\$71.99
Board Certified Behavior Analyst	\$94.99
Registered Behavior Technician	\$56.99
Behavior Technician	\$38.99
Licensed Behavior Specialist Consultant	\$71.99

Upon prior written notice, PTS may adjust pricing:

- (a) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding twelve (12 months); or
 - (b) Where applicable, if any law, regulation and/or policy is enacted that is applicable to either PTS or District that requires an increase and/or additional compensation and/or benefits, PTS may change the pricing for the current school year(s) in this Agreement. The pricing in this Agreement shall be adjusted to reflect the actual cost increase to PTS reasonably calculated on a direct or pro rata basis; or
 - (c) For changes in sales, use, or gross receipts taxes; or
 - (d) For changes in (a) the District's requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (b) service levels, or (c) service delivery method; or
 - (e) If market conditions dictate that PTS must pay a higher wage in order to attract Independent Contractors.
5. **Indemnification:** Each Party shall at all times indemnify and save the other Party harmless against and from all losses, liability, expense, and other detriments of every nature and description to which the indemnified Party may be subjected by reason of any act or omission of the indemnifying Party of its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss or damage to District/Program property of the indemnified Party or others. This indemnity shall not extend to any claims, damages, losses, and expense which are due to act of gross negligence of the indemnified Party.
6. **Term:** This agreement for services shall remain in effect through June 30th, 2024. Notwithstanding the foregoing, either party may, upon delivery of not less than 60 days prior written notice to the other party, terminate this Agreement if the other party defaults in the performance of the contract which breach remains uncured for 30 days after written notice thereof. Upon such termination, all unpaid amounts shall be due and payable in full. In the absence of formal written notice of termination by either party or the absence of a renewal contract at the end of the contract period, this contract will remain in force for a period of up to three months after the term of the contract as long as PTS continues to provide the services outlined in this contract. If the terms of this agreement meet your program's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to PTS and retain a copy for your records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below.


Pediatric Therapeutic Services, LLC

04/20/2023

Date

Octorara Area School District

Date

Grant Agreement
between the
Commonwealth of Pennsylvania,
Pennsylvania Fish and Boat Commission
and
Octorara Area School District

THIS AGREEMENT is made and entered into this 27th day of January, 2023, by and between the Commonwealth of Pennsylvania, Pennsylvania Fish and Boat Commission (PFBC) and **Octorara Area School District** (Grantee). The PFBC and Grantee are collectively referred to as the Parties.

Parties:

1. The PFBC is an independent administrative commission of the Commonwealth of Pennsylvania with a principal office at 1601 Elmerton Avenue, Harrisburg, PA 17110, and a mailing address of P.O. Box 67000, Harrisburg, PA 17106-7000. The PFBC's contact person for this grant agreement is Brian McHail, Cooperative Nursery Unit, 1735 Shiloh Road, State College, PA 16801.
2. Grantee is a nonprofit organization with a mailing address of **228 Highland Road Suite 1 Atglen, PA 19310**. Grantee's contact person for this grant agreement is **Helena Martin**.

Background:

3. More than 145 sportsmen's clubs and conservation organizations participate in the PFBC's cooperative nursery program. Through this partnership effort, just over one million trout are stocked each year in waters of the Commonwealth that are open to free public fishing.
4. Cooperative nurseries are volunteer efforts. However, the cooperative nurseries occasionally want to embark on projects that are beyond their fiscal means. Accordingly, the Commission established the Cooperative Nursery Grant Program (Program) to assist the cooperative nurseries.
5. The Program provides for grants to be used for new construction, major additions or improvements at a nursery facility, the addition of facilities to improve water quality or water quality monitoring, the construction of aquatic habitat structures to enhance the facility, or the purchase of equipment for the nursery. Grants cannot be used for fish food, payments to

individuals, political activities, loans, endowment purposes, trips, tours, tickets or advertising, salaries, stipends, or day-to-day operating expenses, including utilities.

6. Grantee submitted an application to the Program, a copy of which is attached hereto as Exhibit A.

7. A PFBC staff committee reviewed Grantee's application and recommended that the Executive Director approve the grant.

Agreement:

8. The PFBC will pay \$ **2,702.76** in advance to Grantee for the sole purpose of **Purchasing water quality treatment kits, chiller, pumps, and nets** as described in Exhibit A.

9. Upon receipt of the advanced funds from the PFBC, Grantee will promptly deposit them in a separate interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, or equivalent insurer. Grantee may expend the advanced payment and any interest earned thereon for the purposes described herein. If, upon termination of this agreement, the total allowable expenditures are less than the advanced payment and interest earnings, Grantee will promptly return the unused funds and interest to the PFBC. In addition, funds for any purchases that were not made in accordance with the budget or with the PFBC's approval must be returned to the PFBC.

10. Grantee agrees to the estimated budget costs as contained in Grantee's application attached hereto as Exhibit A. The PFBC will allow for adjustments of up to 10% per budget category as outlined on the attached estimated budget. If an adjustment to a budget category exceeds 10% of the total budget, or if Grantee wishes to include a new item for which it did not previously budget, Grantee must obtain the prior written approval of the PFBC. Grantee agrees to use the money granted hereunder only for the purposes stated herein.

11. The PFBC reserves the right to approve all equipment and all other program related parameters.

12. Grantee will complete the project by no later than **June 30, 2023**.

13. Within 90 days of the completion of the project, but no later **October 1, 2023**, Grantee will provide the PFBC with a report summarizing project expenditures with receipts attached in a format provided by the PFBC. This requirement survives the termination of the agreement.

14. Grantee agrees to indemnify, save harmless, and defend the Commonwealth of Pennsylvania, the PFBC, its members, officers, employees, successors, or assigns from and

against any claims, demands, liabilities, damages, losses, expenses, including attorneys' fees, and lawsuits, which may be asserted against the PFBC or its members, officers, employees, successors, or assigns arising out of or related to this agreement, including the operation of any equipment purchased with money granted hereunder.

15. This agreement is subject to audit by the PFBC, the Auditor General, other Commonwealth agencies, and their authorized representatives.

16. Grantee will comply with all local, state, and federal laws, regulations, and ordinances.

17. Grantee will not assign, sublet, transfer, or subcontract any services, rights, or interests under this agreement without the prior written approval of the PFBC.

18. In the event a dispute arises as to any provision of this agreement, its implementation, or rights and obligations of the Parties, it will be submitted to the Executive Director of the PFBC who will issue the final agency decision on the dispute. If Grantee is not satisfied with the final agency decision, it may seek such review as authorized by law.

19. Grantee will maintain full and accurate records with regard to all matters covered by this agreement at its principal office or place of business, and the PFBC will be permitted during regular business hours and at all reasonable times during the term of this agreement, and for two years thereafter, to have free access to original instruments, including records or copies thereof in possession or control of Grantee. The PFBC may examine and audit the same, including the right to make and carry away copies of transcripts therefrom, and to inspect all data, documents, proceedings, records, and notes accumulated, created, or related to the project under this agreement.

20. The PFBC may terminate this agreement immediately for nonperformance or inadequate performance of any of the responsibilities or obligations of Grantee, breach by Grantee of any of the provisions of this agreement, or non-availability of funds. In the event the PFBC terminates the agreement for these reasons, Grantee will immediately return to the PFBC all money granted hereunder plus interest.

21. The PFBC may terminate this agreement for any reason, including convenience, upon 30 days' written notice to Grantee. If the PFBC terminates the agreement without cause, Grantee will return to the PFBC all grant money and earned interest that Grantee has not expended or obligated as of the date of termination.

22. Grantee may terminate this agreement without cause upon 30 days' written notice to the PFBC. In the event Grantee terminates the agreement without cause, Grantee will return to the

PFBC all grant money and earned interest that Grantee has not expended as of the date of termination.

23. The following provisions set forth at Exhibit B are made part of this agreement:

- a. Contractor Integrity Provisions
- b. Contractor Offset Provision
- c. Contractor Responsibility Provisions
- d. Americans with Disabilities Act Compliance
- e. Nondiscrimination/Sexual Harassment Clause

24. The Pennsylvania Right-to-Know Law (RTKL), 65 P.S. §§ 67.101-3104, applies to this agreement. Grantee shall provide the PFBC, in writing, the name and contact information of a Grantee representative in the event that the PFBC needs Grantee's assistance in any matter arising out of the RTKL. Grantee shall notify the PFBC in writing of any change in the name or the contact information within a reasonable time prior to the change. Upon notification to Grantee that the Commonwealth has received a request for records under the RTKL, Grantee shall fully assist the Commonwealth in responding to the request. Such assistance shall include providing the Commonwealth within three days, access to, and copies of, any document or information arising out of the agreement in Grantee's possession that the Commonwealth deems a public record ("Requested Information") and providing such other assistance as the Commonwealth may request in order to comply with the RTKL. If Grantee is unable to provide the Requested Information within three days for one of the reasons specified in the RTKL, Grantee must immediately notify the Commonwealth that it will need up to an additional 25 days, and must provide in writing the reason the additional time is needed. If Grantee fails to provide the Requested Information to the Commonwealth within the period specified in this provision, the failure shall be considered an event of default and Grantee shall pay, indemnify, and hold the Commonwealth harmless for any damages, penalties, detriment, or harm that the Commonwealth may incur as a result of Grantee's failure. If the Office of Open Records or the Pennsylvania courts determine that a record in the possession of Grantee is a public record, liquidated damages of \$500 per day will be assessed for each calendar day beyond the date Grantee was required to provide the record. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the Parties. Grantee agrees not to challenge the Commonwealth's decision to deem the Requested Information a public record. If Grantee considers the Requested Information to be a Trade

Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, Grantee will immediately notify the Commonwealth and will provide a written statement signed by a representative of Grantee explaining why the requested material is exempt from public disclosure under the RTKL within five days. If, upon review of Grantee's written statement, the Commonwealth still decides to provide the Requested Information, Grantee will not challenge or in any way hold liable the Commonwealth for such a decision. The Commonwealth will reimburse Grantee for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records, or as otherwise provided by the RTKL if the fee schedule is inapplicable. Grantee agrees to abide by any decision to release a record to the public made by the Office of Open Records or by the Pennsylvania courts. Grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this agreement and shall continue as long as Grantee has Requested Information in its possession.

25. The terms of this agreement may be changed at any time by a duly executed amendment.

26. This agreement will terminate on **October 1, 2023**.

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