

## **MEMORANDUM OF UNDERSTANDING**

THIS Memorandum of Understanding (the "MOU") is effective this 1st day of August, 2023 between Shaler Area School District ("the District") and the Private Industry Council of Westmoreland/Fayette, Inc. ("PIC"), operating the Pre-K Counts Program.

1. **PREMISES.** District hereby grants a non-exclusive license to PIC use property located at Burchfield Primary, 1500 Burchfield Road, Allison Park, PA 15101; Marzolf Primary, 101 Marzolf Road Extension, PA 15209; Reserve Primary, 2107 Lonsdale Street Pittsburgh, PA 15212 and Scott Primary consisting of space for one classroom with storage area and office space at Scott Primary, non-exclusive access to rest rooms, and sufficient off-street parking for PIC's employees, agents and invitees and a playground ("the Premises") at each location. PIC shall use the Premises as a classroom center and related services for children who qualify for its Pre-K Counts services and for storage.
2. **DISTRICT RESPONSIBILITIES.** The District, in supporting the Pre-K Counts Program shall, in addition to the Premises identified above, offer ancillary services, as may be necessary, which may include food service (breakfast and lunch), custodial service (cleaning the Premises and refuse collection) and nurse services (to include basic first aid and, as needed, emergency services). In addition, PIC will have its families complete the free and reduced meal forms, which it will provide to the District and the District will invoice PIC according to the families' eligibility. The District will include Pre-K Counts staff in professional development activities and include Pre-K Counts students in appropriate special programs or school activities, such as musical programs. The District will also invite Pre-K Counts parents to become members of the appropriate Parent Teacher Organizations and accept developmental or other pertinent family & student information for those participating in the Pre-K Counts program. Further, the District will attend all necessary meetings and trainings related to the Pre-K Counts program.
3. **PIC RESPONSIBILITIES.** PIC will, at all times, operate the Pre-K Counts program as a separate and independent program unrelated to the District's operations. As such, PIC will have full financial control and responsibility for the program with no financial contribution or obligation of the District, hire and monitor staff as PIC's employees, being responsible for all tax and insurance requirements, and maintain total classroom functions including equipment, supplies and implementation. PIC will pursue professional development opportunities, and provide student information to the District including developmental records, screening information and other pertinent family & student information. PIC agrees to abide by school applicable District Policies and attend all necessary meetings and trainings related to the Pre-K Counts program.
4. **TERM.** The term of this MOU shall commence on August 1, 2023, and end on June 30, 2024, unless sooner terminated or extended as provided herein (the "Term"). It shall automatically renew for the next academic year upon the same terms and conditions, unless one party sends written notice to the other of its desire to terminate this MOU at least thirty days prior to June, 30, 2024. If such notice to terminate is provided, the MOU shall automatically terminate at the end of the term, unless the parties mutually agree upon new terms at the time of renewal.

5. **COSTS.** The parties agree that PIC shall pay the District \$36,000 per term, payable in nine (9) equal monthly installments of \$4,000 on the 15<sup>th</sup> of each month beginning September 15<sup>th</sup> of the applicable Term, provided sufficient funding is provided by the State.

6. **INSURANCE.**

(a) PIC shall maintain a comprehensive general liability insurance policy against claims for bodily injury, death or property damage, occurring in or on the Premises, or resulting from PIC's use, occupancy or maintenance thereof. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit (or in such higher amounts as the parties may agree). District shall be named as an additional insured on the policy.

(b) District shall maintain a comprehensive general liability insurance policy against claims for bodily injury, death or property damage, occurring in or on the Premises, resulting from District's acts or omissions. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit (or in such higher amounts as the parties may agree from time to time).

7. **COMPLIANCE.** District shall be responsible for compliance with all federal, state and local laws, regulations and ordinances in existence from time to time governing or related to the Premises and PIC's use thereof, including but not limited to environmental laws and regulations, laws or regulations covering the disabled, and land use and zoning laws and regulations. If during the term or any extension thereof, the District is notified that substantial repairs or renovations are required for the premises to be compliant with any federal, state or local law, the District may elect to make such repairs or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination.

8. **INDEMNIFICATION.** Subject to and without waiver of any immunities from liability or any limitations of damages afforded the District under statutory or common law, District shall indemnify and hold harmless PIC, from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or asserted against PIC caused by or resulting from or claimed to have been caused by or to have resulted from any act, omission or negligence of District or anyone claiming under District (including, but without limitation, PICs, concessionaires, employees and contractors of District). Similarly, PIC shall indemnify and hold harmless District, from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or asserted against District caused by or resulting from or claimed to have been caused by or to have resulted from any act, omission or negligence of PIC or anyone claiming under PIC (including, but without limitation, invitees, employees and contractors of PIC). As to claims by an employee of PIC against the District for which the District is entitled to indemnification under this provision, the indemnification obligation of PIC shall not be limited on amount or type of damages, compensation, or benefits payable by or for PIC under workers' compensation acts, disability benefits or any other employee benefit acts, unless both District and PIC are provided protection under such acts.

9. **REPAIRS AND MAINTENANCE.** Throughout the Term, District, at its sole cost and expense, shall keep and maintain the Premises in good order and condition and make all necessary repairs to the Premises. Repairs affecting health or safety (e.g., sewage backup) must be performed within twenty-four (24) hours. All other repairs must be performed within fourteen (14) days. If during the term or any extension thereof, substantial repairs or renovations are required, the District may elect to make such repairs or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination. District shall also be responsible for and shall maintain in good condition and repair the parking areas and sidewalks (including snow and ice removal), and the exterior and structural portions of the Premises, including the roof, exterior walls, foundation, flooring, boiler and heating system, duct work and electrical wiring. PIC will pay for any damages caused by its employees or invitees, not considered normal wear and tear.

10. **DAMAGE, DESTRUCTION.** In the event the Premises are damaged or rendered totally or partially uninhabitable by fire, other casualty or condemnation, PIC shall have the option to terminate the MOU. If such damages casualty or condemnation occurs during the term or any extension thereof, the District may elect to repair such damages or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination. In the event the Premises are rendered so uninhabitable as to prevent PIC from operating PIC's business at the Premises, and neither PIC nor the District terminates the MOU, rental payments shall abate on a per diem basis until the Premises are repaired to reasonably allow such operation of PIC's business.

11. **QUIET ENJOYMENT.** PIC shall peaceably and quietly hold, occupy, and enjoy the Premises for the Term (and any extensions of the Term) without hindrance, ejection or interruption by District.

12. **ENTRY ON PREMISES BY DISTRICT.** District or its agents may enter the Premises at reasonable times with reasonable advance notice for the purpose of: (a) inspecting the same; (b) making any necessary repairs to the Premises and performing any work in the Premises that may be necessary; and (c) showing the Premises to prospective purchasers or lessees. District understands and agrees that PIC may insist that such entry or work be done when children are not on the premises.

13. **DEFAULT; REMEDIES OF DISTRICT.** The following constitutes a default by PIC: Failure to perform or to observe any other covenant, term or condition of this MOU within thirty (30) days after written notice by District; provided, however, that if such failure is not cured within such thirty (30) day period, the District may terminate this MOU by written notice of termination to PIC. In the event District exercises its right to terminate this MOU, in addition to any other remedies available under applicable law or in equity, District shall be entitled to recover as damages for the breach by PIC the full amount of the Minimum Rent for the remainder of the Term, all of which shall accelerate and be due and payable at once.

14. **DEFAULT BY DISTRICT.** Should District fail to perform any of District's obligations pursuant to this MOU and such failure shall have continued for thirty (30) days or more after written notice thereof from PIC, which notice shall specify the nature of each such failure, PIC



may, but shall not be obligated to, cure such failure. In addition to the above-stated remedies, District's failure to cure as provided in this Section shall entitle PIC to pursue any other available remedies under applicable law or in equity.

15. **SURRENDER.** On the last day of the Term or upon any earlier termination of the MOU, PIC shall surrender and deliver the Premises into the possession and use of District without delay and in the same condition as PIC received it, reasonable wear and tear excepted. Notwithstanding the foregoing, if PIC continues to occupy the premises after the surrender date, without having reached a new MOU agreement with the District, this MOU will continue except the term of the Agreement will be on a month to month basis.

16. **EARLY TERMINATION OF MOU.** District understands that PIC receives substantial government funding for its operations, which funding is not guaranteed. As such, District agrees that, if PIC does not receive sufficient funding for its PA Pre-K Counts program to continue this MOU, or if its overall funding is reduced by more than 10 % in any year, PIC shall be entitled to terminate the MOU upon thirty (30) days' notice with PIC being absolved of all liability to District except for damages caused by its employees or invitees. Similarly, if there is a change in the community or population served by the program so that PIC determines that it no longer needs all the rooms in the Premises or it is no longer advantageous to offer the program at the Premises, PIC shall have the right to terminate the MOU upon thirty (30) days' notice with PIC being absolved of all liability to District except for damages caused by its employees or invitees, provided that PIC explains the reason for its decision in the notice.

17. **CLEARNCES.** All PIC employees providing services on the Premises must obtain an Act 34 Pennsylvania State Police criminal history report, an Act 151 (Child Abuse) Clearance Statement, an Act 114 federal (FBI) criminal history report and a tuberculosis examination in accordance with regulations of the Pennsylvania Department of Health. Copies of these clearances and reports must be provided to the District prior to the employee reporting to the Premises, which reports District must hold in strict confidence as if the PIC staff were employed by the District. The cost of obtaining these clearances and reports shall be the responsibility of PIC or its employees.

18. **GENERAL PROVISIONS.**

(a) Any notice given in connection with this MOU shall be given in writing and will be deemed given (i) upon personal delivery or confirmed, transmission by telecopy or similar facsimile transmission device, (ii) upon the first business day after receipted delivery to a courier service that guarantees next business day delivery, or (iii) on the third business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at the address set forth below:

**If to District:**

**Shaler Area School District  
1800 Mt. Royal Blvd.  
Glenshaw, PA 15116-2196  
Attn: Sean Aiken**

**If to PIC:**

**Private Industry Council of  
Westmoreland/Fayette Inc.  
219 Donohoe Road  
Greensburg, Pa. 15601  
Attn: Shujuane Martin**

(b) This MOU embodies the entire agreement between the parties hereto relative to the subject matter of this MOU. No modifications of or amendments to this MOU shall be binding upon any party unless in writing and executed by a duly authorized agent of each party.

(c) If any term or provision of this MOU, or the application of a term or provision of this MOU, shall be invalid or unenforceable, the remainder of this MOU shall not be affected thereby.

(d) All covenants and obligations as contained within the MOU shall bind and extend and inure to the benefit of District and PIC, their respective successors and assigns. PIC shall not assign this MOU or sublease the premises.

(e) This MOU and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals as of the day and year first written above.

**PRIVATE INDUSTRY  
COUNCIL OF WESTMORELAND/  
FAYETTE, INC.**

**SHALER AREA  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Shujuane Martin, CEO/President

By: \_\_\_\_\_  
Sean Aiken, Superintendent

## **LEASE AGREEMENT**

**THIS AGREEMENT** made by and between **SHALER AREA SCHOOL DISTRICT, BURCHFIELD ELEMENTARY**, with offices located at 1500 Burchfield Road, Allison Park, PA, Allegheny County, PA 15101 herein referred to as "Lessor"

**AND**

**ALLEGHENY INTERMEDIATE UNIT PRESCHOOL EARLY INTERVENTION (FORMALLY DART) PROGRAM** of Allegheny County, Pennsylvania, hereinafter referred to as the "Lessee".

### **WITNESSETH:**

1. **Premises:** Lessor hereby leases to Lessee the exclusive use of the following property:

Room 9-271 sq. ft.(office space)

Room 10-1055 sq. ft. (classroom space)

total of leased space- 1326 sq. ft.

For the operation of a PEI program for the provision of early intervention services to preschool age children with disabilities on weekdays when Lessor's regular school program is in session.

Common Areas: Lessor hereby grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this agreement, the non-exclusive right to use, in common with others entitled to such use, the common areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

2. **Term and Termination:** This lease shall commence on July 1, 2023, and terminate on June 30, 2024. Either party shall have the right to terminate this lease at any time during the lease period by giving ninety (90) days' written notice to the other party. In the event Lessee remains in possession of the property for any period after the expiration of the agreement term a new month-to-month tenancy shall be created subject to the same terms and conditions of this agreement and at the monthly rental rate stated in Section 3 unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either Party or on longer notice if required by law.

3. **Rent:** In consideration of Lessor's promise to lease the aforescribed premises and mutually dependent thereon, Lessee promises to pay Lessor the amount of Ten Thousand, Six Hundred Eight and 00/100 (**\$10,608.00**) Dollars payable in Twelve (12) installments of Eight Hundred Eighty-Four and 00/100 (**\$884.00**) Dollars beginning on or before July 1, 2023, and on or before the first of each successive month thereafter, unless said lease is sooner terminated. It is understood by the parties hereto that upon giving proper notices of termination as provided in Paragraph 2, the Lessee's obligation to make the monthly installments shall cease.

4. **Utilities:** Provision of utilities for the leased premises shall be the responsibility of the individual parties as follows:

Utility	Lessor	Lessee
Electricity	X	
Gas/Heat	X	
Sewage	X	
Water	X	
Garbage Removal	X	
Janitorial Services	X	
Broadband Internet Connectivity/Network Access*	X	

\*In the event that Internet Connectivity is Lessee's responsibility, Lessor shall provide reasonable accommodation and assistance in meeting any installation requirements.

**5. Alterations:** Subject to Lessor's approval, Lessee may, at Lessee's sole cost and expense, make any reasonable alteration to enable it to effectively carry out the purpose of its program.

**6. Furniture:** Lessee shall be entitled to use the furniture presently in the rooms leased, and shall be allowed to bring in additional furniture as needed.

**7. Building and Utility Maintenance:** Lessor promises to keep and maintain drainage, water heater, air conditioning, heating, and other related equipment (if applicable), electrical wiring, any and all roof repairs and maintenance, grass cutting, snow removal and keeping the structure of the building in good condition during the term of this lease and any renewals hereof; provided, however, that any maintenance or repairs which are the result of damages caused by



Lessee's use of the premises shall be paid for by the Lessee, normal wear and tear excepted.

8. **Insurance:** Lessee shall purchase and maintain adequate liability insurance on the premises to fully protect Lessor's interest in the premises and to cover any liability or obligations for which Lessor might become liable as a result of Lessee's activities.

In addition, it is understood and agreed that Lessor shall have no obligation to purchase and maintain any insurance on the premises to protect Lessee's interest in the premises or to cover any obligation for which Lessee might become liable as a result of Lessee's activities.

9. **Personal Injury and Property Damage.** Lessee shall be responsible for any injury or damage to any person or to any property at any time on said premises that is caused by the negligence or intentional acts of Lessee or its employees or agents, likewise Lessor shall be responsible for any injury or damage to any person or to any property at any time on said premises caused by the negligence or intentional acts of Lessor or its employees or agents.

10. **Clearances.** Lessee shall ensure that any of its employees or agents with direct contract with children at the Middle School/High School maintains all required clearances under federal or state law.

11. **Entire Agreement:** This agreement represents the entire understanding of the parties and there are no representations, covenants, or conditions that are not herein set forth and any amendment hereto shall be in writing and executed by the parties hereto.

12. **Applicable Law:** This agreement shall be interpreted by and under the laws of the Commonwealth of Pennsylvania.

WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below, intending to be legally bound hereby.

ALLEGHENY INTERMEDIATE UNIT

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

President, Board of Directors President, Board of Directors

Attest:

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

Secretary, Board of Directors Secretary, Board of Directors

Date: \_\_\_\_\_

SHALER AREA SCHOOL DISTRICT

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

President

Attest:

By:

Secretary,

Date: \_\_\_\_\_



**Cristina Panaccione**  
AND ASSOCIATES, LLC

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## **Therapy Services Contract**

This agreement to conduct therapy services for students with commercial health care coverage, made this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between Cristina Panaccione and Associates LLC and hereinafter referred to as "CP&A," and the Shaler Area School District agree to the following:

**1. Services to be performed:** CP&A will provide Therapy services to designated clients identified by the Shaler Area School District and carry out each client's Therapy Services at the designated Shaler Area School District location on a contract basis. Services may include, but are not limited to, evaluations, screenings, treatment, and discharges with appropriate documentation. CP&A will also provide guidance and communication to staff and families responsible for assisting in recommended treatment to promote a smooth transition of services.

CP&A shall maintain a policy of professional licensure malpractice insurance with minimum coverage of \$1,000,000 each claim and \$3,000,000 aggregate. A copy of each professional's Pennsylvania State license will be provided to the Shaler Area School District prior to the initiation of services. All services will be performed at the School District, on a scheduled basis, with a minimum of disruption of the facilities operation and according to the facility's policies and procedures. It is understood that CP&A and its staff are independent from the Shaler Area School District and are not employees of the Shaler Area School District. As such, CP&A and its staff are responsible for all incidences of self-employment including malpractice, unemployment insurance, worker's compensation, FICA, social security, and disability. CP&A represents and warrants that it, and its employees or contractors, are not excluded from participation in, and are eligible to participate in commercial insurance programs. In the event that CP&A or one of its employees or contractors is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, CP&A agrees it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately. CP&A does not participate and is not contracted in federal health care programs, including but not limited to Medicare and Medicaid.

CP&A shall ensure that all contractors under its control, who have direct contact with children, possess all necessary clearances required under Pennsylvania or federal law.

**2. Schedules:** Regular, daily, treatment will be provided by a Pennsylvania State Licensed Therapist. Staffing will be discussed and agreed upon prior to the initiation of services.

**3. Period of agreement:** This contract shall be effective from \_\_\_\_\_ 2023 until termination by either party, in writing upon thirty (30) days notice. CP&A will be available, to the best of its ability, to provide professional therapy services throughout this period as requested. Further changes to the contract may be requested in writing and initiated by both parties.

**4. Payment:** In consideration of CP&A rendering services pursuant to this agreement, the Shaler Area School District will make no payments to CP&A on behalf of their students. All costs associated with student participation in treatment will be the clear and stated responsibility of the students' parents or legal guardians. Paperwork stating such will be signed prior to the beginning of services and copies will be kept in their confidential Electronic Health Records.

**5. Confidential and Proprietary Information:** It is understood that as a result of this contract, CP&A and Shaler Area School District will be dealing with confidential and proprietary information pertaining to students/clients. CP&A agrees to respect the confidentiality of information regarding the Shaler Area School District and its students, and agrees not to disclose to anyone directly or indirectly any such information. Shaler Area School District agrees to respect the confidentiality of all student health record information as well. All CP&A staff have been educated in the rules and regulations set forth by HIPAA.

**6. Non-Discrimination:** It is the policy of CP&A to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex (with or without sexual conduct), sexual orientation, age, disability, alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation, status as a victim of domestic violence, familial status, employee's or a dependent's reproductive health decision making including but not limited to, the decision to use or access a particular drug, device or medical service. or any other characteristic protected by law. CP&A prohibits and will not tolerate any such discrimination or harassment.

**7. Non-Compete/Non-Solicitation:** During the term of this Agreement, including all renewal, terms, and for one year after the termination or expiration of this Agreement for any reason, neither party to this agreement shall, directly or indirectly, on its own or through a third party, recruit or attempt to recruit; employ; contract; or assist to hire or contract any employee or contractor of either business under this Agreement. Each business shall not attempt to induce any employee or independent contractor of the other business to terminate his or her relationship with their current business. Both businesses shall not provide the name, address or telephone number of any employee or independent contractor to any person or entity without the prior written approval of a duly authorized office representative. The provisions of the Section shall survive the termination or expiration of this Agreement.

**8. Indemnification:** CP&A shall defend, indemnify and hold harmless the Shaler Area School District, its officers, employees and agents from and against any and all demands, claims, actions, proceedings, liabilities, damages, costs or expenses including without limitation reasonable attorney's fees and court costs and disbursements whenever made and however asserted arising at any time from or relating in any way to: 1) any negligent or intentional act or

omission of CP&A or any or its owners, managers, officers, employees, agents, invitees, contractors or subcontractors; and 2) any and all other costs, expenses, attorney's fees and liabilities incurred by the Shaler Area School District in defense of any such claims, demands, actions or proceedings whether the same proceeds to judgment or not. In the prosecution of any successful lawsuit by the Shaler Area School District for the enforcement of this indemnification provision, CP&A agrees to pay the Shaler Area School District reasonable attorney's fees and any costs of suit incurred therein.

In WITNESS WHEREOF, the parties hereto have executed this agreement the day and year written below.

Shaler Area School District:

\_\_\_\_\_  
President of the Shaler Area School District Board of Education

\_\_\_\_\_  
Date

Cristina Panaccione and Associates, LLC:

\_\_\_\_\_  
Cristina Panaccione, LPC, Owner

\_\_\_\_\_  
Date