

ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT – 2023-2024

ADDENDUM: WATERFRONT LEARNING SERVICES

This Addendum (the “Addendum”) is entered into by and between the Shaler Area School District (the “School District”) and the Allegheny Intermediate Unit (the “AIU”), is subject to the terms and conditions of the AIU Services Agreement – 2023-2024 (the “Agreement”), supplements such Agreement, and is hereby made a part thereof.

WITNESSETH:

WHEREAS, the AIU and the School District are parties to the AIU Services Agreement – 2023-2024, effective from July 1, 2023, through June 30, 2024 (the “Agreement”); and

WHEREAS, Waterfront Learning, a program of the AIU, has developed a menu of flexible virtual education options including high-quality courses, instruction, and professional development at reasonable prices; and

WHEREAS, the School District wishes to purchase Waterfront Learning services from the AIU.

NOW THEREFORE, in consideration of the above premises and intending to be legally bound hereby, the Parties further agree as follows:

1. **Term.** The term of this Addendum shall commence on the later of July 1, 2023, or the date that both Parties have signed this Addendum and shall continue until June 30, 2024, except in the event that a School District student is enrolled in a Summer Session course during the term of the Addendum that will conclude after June 30, 2024, the Addendum shall remain in effect with regard to such course until the conclusion of the session. Either party may terminate the Addendum by providing the other party with at least thirty (30) calendar days prior written notification. Upon termination, Waterfront Learning will be entitled to all fees for services performed up to the date of the termination.

2. **Services Provided.** In accordance with the terms and conditions of the Addendum, Waterfront Learning will provide virtual solutions as requested by the

School District consistent with the pricing options and packages as set forth in the Waterfront Learning Pricing Document, incorporated herein by reference. Based upon the School District's requirements and selections from the Pricing Document, an Integrated Services option, and associated fee shall be applied as described in Section 3 below.

1. **Integrated Services.** Waterfront Learning will provide integrated services for School District personnel to design program development, targeted goal setting, and program evaluation throughout the year. Deliverables will vary depending on the needs identified through the integration and program design processes. Integrated Services are further defined within the options described below. The School District will be invoiced for the Waterfront Learning integrated services based upon the option selected. The Integrated Services fee is subject to adjustment during the term of the Agreement as further described below based on the services and virtual services requested by the School District.

INTEGRATED STATEMENT OF WORK AND SERVICES FEE

Option 1: Site License and Concurrent License Integration only - \$1,000 annual fee:

Student Enrollment	Student Supports	Communications	Technology Support
Assists liaison with the preparation of virtual academy policy and procedures	Provides support for technology and virtual academy staff to monitor student attendance, performance, progress, and communication data within the district student information system (SIS)	Provides ongoing support to liaison through quarterly Waterfront Learning Liaison Meetings	Provides orientation for new online learning platforms
Assists in the bulk enrollment process with technology and virtual academy staff	Assists in the process for the district to support tiered intervention communications	Coordinates professional development training needs for the educational entity through implementation services or district-specific contracted professional development	Shares information necessary for technology specifications, whitelisting sites, imaging hardware, filtering, and networking
Reviews the student enrollment process with the district liaison and supplies relevant support material	Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students within the platform	Assists WFL liaison with the coordination of marketing initiatives and materials	Provides support to district staff importing users, courses, and enrollments in courseware systems
Assists district in query reports, grade submissions, and closing out final courses		Provides district liaison with information regarding PIMS reporting as requested	Acts as a liaison between the district and courseware vendor support for district issues
			Provides support to districts to guide students not using program-provided equipment (vendor courseware only)

Option 2: Comprehensive Courseware, Singleton & Full-time Seats, Instructional Services - \$2,500 annual fee:

Includes all deliverables from Option 1, plus the services below. Any district that upgrades from Option 1 to Option 2 midyear will be assessed the additional fee during the next quarterly invoice period.

Student Enrollment	Student Supports	Communications	Technology Support
Provides support to the district liaison in coordinating the launch of the virtual academy and new student orientation	Provides facilitation of courses with a certified teacher	Provides ongoing support to liaison through quarterly Waterfront Learning Liaison meetings	Provides support to students using program-provided equipment (related to hardware, software, connectivity, and vendor courseware)
Collaborates on any needed curriculum modifications	Provides access to student attendance, performance, progress, and communication data within the SIS	Provides district liaison with information regarding PIMS reporting as requested	Shares information necessary for whitelisting sites, imaging hardware, filtering, and networking
Assists with SIS training for new district staff	Provides Genius SIS course build and integration	Provides marketing support as needed	Provide support to district staff importing users, courses, and enrollments in courseware systems
Updates enrollments as requested - new student enrollments, course changes, and withdraws	Assists in the execution of tiered interventions		
Communicates student course information (login, password, course start/end dates, platform URL, teacher, etc.) to liaison	Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students		
Creates new student accounts in the vendor platform – enrolls students into vendor courseware			
Provides final percentages for schools to report			

The School District may purchase professional development/training days conducted onsite or by video conferencing at the rates specified in the Pricing Document.

Option 3: Parent-paid or School District paid Summer Session ONLY

No annual Integrated Services Fee will be applied to School Districts for Waterfront Learning Summer Sessions only (May through August). Summer Session includes:

1. Summer enrichment courses with enrollments beginning in May or June concluding no later than September 1.
2. Summer Recover Now! enrollments with start dates in June or July are to be completed within four weeks of course commencement unless otherwise extended upon approval from student's home district
3. Summer Bridge with enrollments with start dates in June or July in elementary supplemental programs

Option 4: Single user, non-summer session Parent-paid enrollment

An Integrated Services Fee will not apply to the School District when enrolling a single student in parent-paid course(s) during the traditional school year (not Summer Session). Should the School District enroll any additional students during the term of the Addendum that are either parent-paid or School District paid, the School District will be invoiced for the appropriate Integrated Service Fee listed in either Option 1 or Option 2, depending on the implementation type.

4. **Service Providers.** The instructional services provided by Waterfront Learning shall be performed by Pennsylvania-certified teachers. Waterfront Learning shall follow the policies and procedures of the School District regarding grading, attendance, and acceptable use. Districts shall provide current acceptable use policies and procedures to Waterfront Learning upon or before commencement of services. If a student's actions violate program or district policies, Waterfront Learning has the sole discretion to modify or remove the student's online course access.

1. **Property Restrictions.** The School District may not resell, rent, lease, assign, or otherwise transfer or provide the service or licensed material to an unaffiliated student or entity, or use the service or the licensed material in a service provider capacity; or access the service or use the licensed material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
2. **Equipment Transfer and Liability.** Should the School District choose to utilize hardware support from Waterfront Learning, the School District agrees to all Waterfront Learning policies and procedures relating to the transfer of possession and return of said equipment. Should the equipment not be returned to Waterfront Learning or be returned in an irreparable condition, the School District agrees to accept financial liability for said equipment as defined in the Pricing Document.
3. **Invoices.** Waterfront Learning shall issue invoices to the School District quarterly. If the district does not remit payment within 60 days, Waterfront Learning reserves the right to suspend services and/or to assess interest in accordance with the Agreement until payment in full is received.
4. The terms and conditions of the Agreement shall apply to the delivery and use of services provided hereunder. To the extent that the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall supersede those of the Agreement.
5. Addendum A of the Agreement, relating to Special Education Services, does not apply to services provided under this Addendum.

SIGNATURE PAGE FOLLOWS

Allegheny Intermediate Unit Services Agreement - 2023-2024
Addendum: Waterfront Learning Services

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

ALLEGHENY INTERMEDIATE UNIT

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Date: _____

Shaler Area School District

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Date: _____

2023-2024 AIU/PAIU SCHOOL DISTRICT PRICING DOCUMENT



ELEMENTARY OPTIONS: GRADES K-6

Full-Time Offerings*: Includes PA certified teacher, content, Genius SIS access, and correlating supports for 10 months.
Free 13 calendar day grace period is available.

K-5 IMAGINE LEARNING OPTIONS:	2023-2024 PRICE:
K-5 IMAGINE/ Vendor Teacher (Grades K-5; online content, and workbooks).	\$1,030.00/ quarter \$2,060.00/semester
K-5 IMAGINE/ WFL Teacher (Grades K-5; with 1 live weekly lesson, on-demand support and advising, and workbooks). **	\$1,155.00/ quarter \$2,310.00/semester
K-5 IMAGINE/ Vendor Teacher with weekly Synchronous Instruction (Grades K-5; online content, and workbooks).	\$5,180.00/year \$2,590.00/semester
K-5 IMAGINE Content-Only License: Full-time student content only single license. Professional development training package is required for new and returning users. Student needs a printer, scanner, or K-5 workbooks.	\$980.00/year + PD \$510.00/ semester + PD
Optional K-5 workbooks for content-only licenses. **	\$30.00/book/semester \$240.00 complete set/ year
ACCELERATE EDUCATION OPTIONS:	2023-2024 PRICE:
Accelerate/ Vendor Teacher (Grades K-6; online content - core courses, plus specials). Workbooks are included. **	\$2,305.00/semester
Accelerate/ WFL Teacher (Grades K-6; core courses, plus specials) Fulltime seat license includes up to 6 courses/per student/per semester with 1 live weekly session. Workbooks are included. **	\$2,170.00/semester
Accelerate (Grades K-6; core courses, plus specials) Fulltime seat license includes up to 6 courses/ per student/ per semester. Content only; District Teacher required. K-5 workbooks purchased at additional fee **. Professional development is required for new and returning users. 7 or more courses = \$115.00 per course/ per year	\$570.00/ year + PD
K-5 Workbooks (paperback) K-5 Digital Workbooks	\$25.00/unit/semester \$200.00 complete set/ year Digital: \$60.00 per/semester
Accelerate Education Single Course Seat – Content only	\$56.00 per/semester/course
Accelerate Education Site Licenses (Tier 1-4 prices based on number of students)	Based on Tier + PD

*Students needing to extend studies beyond June 7, 2024, can be extended until August 9, 2024, for an additional quarterly fee.

**Workbook fees are non-refundable. If enrollment is dropped during 13 calendar day grace period, a workbook fee applies. (\$25 per book for Accelerate Education. \$30 per book for Imagine K-5).

^^ K-5 Imagine grades and Accelerate Education grades are issued on a quarterly basis. Six course limit per semester.

Full-Time Offerings*: Includes PA certified teacher, content, Genius SIS access, and correlating supports for 10 months.
Free 13 calendar day grace period is available.

PEARSON OPTIONS:	2023-2024 PRICE:
Pearson Online/Vendor Teacher (Grades K-6; with Live-Tutoring, and direct instruction as needed; core courses, plus electives).	\$2,550.00/semester
Pearson Online/ WFL Teacher (Grades K-6; with 1 live weekly lesson and direct instruction as needed; core courses, plus electives).	\$2,175.00/semester
Pearson Concurrent License; Premium Concurrent License	\$485.00/ year (CEL) + PD

2023-2024 prices are subject to change without notice.

2023-2024 AIU/PAIU SCHOOL DISTRICT PRICING DOCUMENT



Pearson Online Single Course Seat/ WFL Teacher (Grades K-6)	\$665.00/year (PCEL) + PD
Elementary Elective Package (Grades K-6: Choice of Art, Music, Health/PE, Intro to Tech) 9 weeks	\$710.00/ year
	\$280.00/ per course

*Students needing to extend studies beyond June 7, 2024 can be extended until August 9, 2024 for an additional quarterly fee.

PURPOSE PREP SEL COURSES/SITE LICENSE:	2023-2024 PRICE:
Purpose Prep Elementary Classroom Bundle (Includes pre-recorded PD webinar) 1 teacher license and up to 30 students	\$1,580.00/ year 31+ students = \$50.00/ student + PD
Small Site License - Under 100 enrollments, 5 teachers	\$3,300.00/ year + PD
Site License – 101 - 250 enrollments, 10 teachers	\$4,725.00/ year + PD
Site License – 251 - 500 enrollments, 15 Teachers	\$6,610.00/ year + PD
Site License – 501 - 750 enrollments, 25 Teachers	\$7,500.00/ year + PD
Site License – 751 - 1000 enrollments, 50 Teachers	\$9,920.00/ year + PD

Student Service Options: Includes license/content only;

STUDENT SERVICES:	2023-2024 PRICE:
Imagine Learning MyPath Elementary Site License – Reading and Math/ content license	\$12,415.00 + PD \$80.00/ student
Imagine Learning Language and Literacy Elementary Site License/ content license	\$23,000.00 + PD \$150.00/student
Imagine Learning Math + Math Facts Elementary Bundled Site License/ content license	\$12,420.00 + PD \$50.00/student (Min 100)
Imagine Learning Math Elementary Site License/content license	\$9,200.00 + PD
Imagine Learning Bundles Elementary User License – Language and Literacy, Reading, Math, Math Facts, Galileo	\$33,000.00 + PD
Robotify 3 rd – 8 th Grade Coding Software License	\$5,750.00 + PD
Enhanced Special Education Instruction Model	Based on Service Model + PD

Professional Development Services:

- Professional Development Packages – Pricing dependent on package options/synchronous support/vendor solutions
- Half Day Training / PD \$500.00; Full Day Training / PD \$950.00

Genius SIS Implementation (Additional PD required): Options to use Genius in coordination with your license purchase(s) exist. Please call for additional information. Project cost is determined by the Statement of Work for the initial set-up, required professional development and training, and a recurring fee of \$5.50 per student/course/quarter.

Other Information

- Course Content Fees** - Costs vary based on vendor licensing, agreements, and option availability with Waterfront Learning.
 - Some courses require additional material fees; costs shown do not include textbooks, novels, additional software, or testing fees.
- Technology Package Only** - (Laptop, ancillary equipment, and internet access; grace period does not apply) \$445.00/quarter
- Internet Access Reimbursement** – The program will utilize Internet reimbursement at a rate of up to \$35.00/month as the default for all full-time students with the approved Waterfront Learning technology package (no reimbursement if assigned a MiFi device). Should a MiFi device be requested and approved, the use will be monitored. All texting and international charges will be billed back to the district. Any device not showing use for two consecutive billing cycles will be deactivated.
- Grace Period** – A free, 13 calendar day grace period is available at the time of initial enrollment; however, a \$60.00 hardware service charge will be assessed for equipment delivery & return for students withdrawing during the free trial period. The opportunity for a free trial period applies only to coursework, not the technology package.
- Tuition Charges** – Tuition is charged as indicated above based on the courses and services requested. If the participation period exceeds the defined length of enrollment, additional tuition will be assessed.

2023-2024 prices are subject to change without notice.

2023-2024 AIU/PAIU SCHOOL DISTRICT PRICING DOCUMENT



- a) **Extension Fees** – In the event that an extension is desired for a student, written notification must be provided to the program prior to the last week of scheduled enrollment. If notification is received within the last week of the course, a \$60.00 processing fee will be assessed per student /per quarter. Length not to exceed 7 calendar days from course end date.
- b) **Student Support Services** – It is expected that the district will monitor and support any identified special education online learner. Should the district indicate that assistance from the program is desired for support services, data collection, or progress monitoring, additional charges would apply.

Special Education Fees for Service:

Full-Time Students: \$1,025.00/semester

Single Course Students: \$235.00/semester/course

- c) **Single Section Enrollment** – Students will not be permitted to enroll in two sections of the same course at the same time (example: Algebra Q1 and Algebra Q2). Students MUST finish one section of a course before beginning another.
- d) **Curriculum Modifications** – Student-specific course activity adjustments are included in tuition charges. Curriculum alignment, customization, or modification resulting in more than 25% of curriculum modification or removal, or the combining of multiple quarters of content are subject to a \$ 60.00-course customization fee. Should assistance with district-wide curriculum alignment and modification be needed, charges of \$950.00(full-day) and \$500.00 (half-day) would apply.
- e) **Communication Standards and Protocols** - The Program strives to respond to communications within one business day, and award final course credit within two business days of the identified course end date. Additional, targeted customer service goals include the communication of needs and requests of the participating schools and liaisons to the contracted vendors. Should information, special requests, or modifications be needed, the identified district liaison should communicate those needs, in writing, to WFLHelp@aiu3.net. The Program will then collaborate with contracted parties to achieve the desired request. It is not the expectation of the Program that the required school district identified liaison or other identified representative need to work directly with Waterfront Learning contracted vendors.
- f) **Hardware Replacement Fees** – In the event that program provided hardware is not returned within 30 days of withdrawal from the program or returned in irreparable condition, the district will be assessed equipment replacement fees for missing or irreparable equipment at the rates shown below:
 - ◆ **Total Package Replacement Fee: \$1,110.00**
 - ◆ Laptop (with Warranty): \$1,000.00
 - ◆ Bag: \$30.00 ◆ Headset: \$15.00 ◆ Power Supply: \$50.00 ◆ Mouse: \$11.00

2023-2024 AIU/PAIU SCHOOL DISTRICT PRICING DOCUMENT



SECONDARY OPTIONS: GRADES 6-12

Full-Time Offerings*: Includes PA certified teacher, content, Genius SIS access, and correlating supports for 10 months.
Free 13 calendar day grace period is available.

OPTIONS:	2023-2024 PRICE:
Imagine Learning (Grades 6-12; Up to 7 courses with live on-demand support & coaching)	\$1058.00 / quarter \$2116.00 / semester
Pearson (Grades 6-12; Up to 7 courses with Live-Tutor Services)	\$2570.00 / semester
Accelerate Education (Grades 6-12; Up to 7 courses/ per student/ per semester with AE instructional services)	\$2300.00 / semester
Technology Package Only (Laptop, bag, mouse, headset, and Internet access; grace period does not apply)	\$445.00/quarter

*Students needing to extend studies beyond June 7, 2024 can be extended until August 9, 2024 for an additional quarterly fee.

Part-Time Offerings: Includes PA certified teacher, content, and correlating supports for time period indicated. Full tuition charged at the time of enrollment; 13 calendar day grace period available.

OPTIONS:	2023-2024 PRICE:
Imagine Learning – Full Year Core/Elective/ AP (10 month access) ** Additional materials may be required	\$610.00
Imagine Learning -- Semester Core/Elective (5 month access) ** Additional materials may be required	\$335.00
eDynamic Learning – Semester Elective (5 month access)	
Pearson – Full year core course/ AP (10 month access)	\$895.00
Pearson – Semester Core/Elective/ AP (5 month access)	\$450.00
Accelerate Education – Full year core course/AP (10 month access)	\$665.00
Accelerate Education – Semester core course/AP (5 month access)	\$365.00
Drivers Theory – Quarter (9 week access)	\$125.00

NOTE: Quarterly grades are not issued for MS/HS Pearson courses or for AP or World Languages courses taken through Imagine Learning.

Twelve Month Licensing Options (Training/PD Required): Includes license/content only.

LICENSING:	2023-2024 PRICE:
Imagine Learning – Comprehensive Concurrent; 9-12 Core Content, World Languages, General Electives, AP, Credit Recovery, Career Electives, Test Prep/Remediation	\$705.00 + PD
Imagine Learning – Comprehensive Concurrent; 6-12 Core Content, World Languages, General Electives, AP, Credit Recovery, Career Electives, Test Prep/Remediation	\$880.00 + PD
Imagine Learning Single Course Seat License – Content only	\$115.00/ per student
Accelerate Education 6-12 Fulltime Seat License	\$420.00/ year + PD
Accelerate Education Single Course Seat – Content only	\$50.00 per/semester/course
Accelerate Education Site Licenses (Tier 1-4 prices based on number of students)	Based on Tier + PD
Purpose Prep – SEL Courses – Single Subject Concurrent License	\$315.00 + PD
Purpose Prep – SEL Site Licenses (Tier 1-6 prices based on number of students)	Based on Tier + PD
Pearson– Concurrent; Includes access to 700 courses	\$485.00 + PD
Pearson – Concurrent; Includes access to all courses plus World Languages	\$665.00 + PD
Pearson – Content only; Single Course License	\$145.00/per student
CTE Digital Library Site License (Tier prices based on site population)	Based on Tier
Imagine Learning – Site License (Maximum of 1001-2500 students building-wide)	\$26,550.00 + PD
Imagine Learning – Site License (Maximum of 501-1000 students building-wide)	\$20,700.00 + PD
Imagine Learning – Site License (Maximum of 1-500 students building-wide)	\$18,150.00 + PD

2023-2024 prices are subject to change without notice.

2023-2024 AIU/PAIU SCHOOL DISTRICT PRICING DOCUMENT



Student Service Options: Includes license/content only;

STUDENT SERVICES:	2023-2024 PRICE:
Imagine Learning MyPath Intervention Programs	Based on Tier + PD
Enhanced Special Education Instruction Model	Based on Service Model + PD

Professional Development Services:

- a) Professional Development Packages – Pricing dependent on package options/synchronous support/vendor solutions
- b) Half Day Training / PD \$500.00; Full Day Training / PD \$950.00

Genius SIS Implementation (Additional PD required): Options to use Genius in coordination with your license purchase(s) exist. Please call for additional information. Project cost is determined by the Statement of Work for the initial set-up, required professional development and training, and a recurring fee of \$5.50 per student/course/quarter.

Other Information

- a) **Course Content Fees** - Costs vary based on vendor licensing, agreements, and option availability with Waterfront Learning.
 - Some courses require additional material fees; costs shown do not include textbooks, additional software, or testing fees.
- b) **Technology Package Only** - (Laptop, ancillary equipment, and Internet access; grace period does not apply) \$445.00/quarter
- c) **Internet Access Reimbursement** - The program will utilize Internet reimbursement at a rate of up to \$35.00/month as the default for all full-time students with the approved Waterfront Learning technology package (no reimbursement if assigned a MiFi device). Should a MiFi device be requested and approved, the use will be monitored. All texting and international charges will be billed back to the district. Any device not showing use for two consecutive billing cycles will be deactivated.
- d) **Grace Period** - A free, 13 calendar day grace period is available at the time of initial enrollment; however, a \$60.00 hardware service charge will be assessed for equipment delivery and return for students withdrawing during the free trial period. The opportunity for a free trial period applies only to coursework, not the technology package.
- e) **Tuition Charges** - Tuition is charged as indicated above based on the courses and services requested. If the participation period exceeds the defined length of enrollment, additional tuition will be assessed.
- f) **Extension Fees** - In the event that an extension is desired for a student, written notification must be provided to the program prior to the last week of scheduled enrollment. If notification is received within the last week of the course, a \$60.00 processing fee will be assessed per student /per quarter. Length not to exceed 7 calendar days from course end date.
- g) **Student Support Services** - It is expected that the district will monitor and support any identified special education online learner. Should the district indicate that assistance from the program is desired for support services, data collection, or progress monitoring, additional charges would apply.
 - **Special Education Fees for Service:**
 - i. Full-Time Students: \$1,025.00/semester
 - ii. Single Course Students: \$235.00/semester/course
- h) **Single Section Enrollment** - Students will not be permitted to enroll in two sections of the same course at the same time (example: Algebra Q1 and Algebra Q2). Students MUST finish one section of a course before beginning another.
- i) **Curriculum Modifications** - Student specific course activity adjustments are included in tuition charges. Curriculum alignment, customization, or modification resulting in more than 25% of curriculum modification or removal, or the combining of multiple quarters of content are subject to a \$ 60.00-course customization fee. Should assistance with district-wide curriculum alignment and modification be needed, charges of \$950.00 (full-day) and \$500.00 (half-day) would apply.
- j) **Communication Standards and Protocols** - The Program strives to respond to communications within one business day, and award final course credit within two business days of the identified course end date. Additional, targeted customer service goals include the communication of needs and requests of the participating schools and liaisons to the contracted vendors. Should information, special requests, or modifications be needed, the identified district liaison should communicate those needs, in writing, to WFLHelp@aiu3.net. The Program will then collaborate with contracted parties to achieve the desired request. It is not the expectation of the Program that the required school district identified liaison or other identified representative need to work directly with Waterfront Learning contracted vendors.
- k) **Hardware Replacement Fees** - In the event that program provided hardware is not returned within 30 days of withdrawal from the program or returned in irreparable condition, the district will be assessed equipment replacement fees for missing or irreparable equipment at the rates shown below:
 - ◆ **Total Package Replacement Fee: \$1,110.00**
 - ◆ Laptop (with Warranty): \$1000.00 ◆ Bag: \$30.00 ◆ Headset: \$15.00 ◆ Power Supply: \$50.00 ◆ Mouse: \$11.00

2023-2024 prices are subject to change without notice.



**AGREEMENT BETWEEN
SHALER AREA SCHOOL DISTRICT
AND
WESLEY FAMILY SERVICES**

THIS AGREEMENT is entered into this the 26th day of **September 2023** between **Shaler Area School District** (hereinafter "District") office at **1800 Mt. Royal Blvd., Glenshaw, PA 15116**, and Wesley Family Services (hereinafter "WFS" and together, the "Parties") with corporate offices at 615 Alpha Drive, Pittsburgh, PA 15238.

RECITALS

WHEREAS, District has the authority to enter into agreements for the purpose of purchasing professional services; and

WHEREAS, WFS has the authority, according to the bylaws approved by the Board of Directors, to enter into agreements for the purpose of providing professional services consistent with the Mission of Wesley Family Services

WHEREAS, WFS has extensive experience and expertise in providing this professional service, and is in the business of providing such professional services, and is willing to provide the services described in the Scope of Services, Article I. in this Agreement; and

NOW THEREFORE, the parties intending to be legally bound do hereby mutually covenant, promise and agree as follows:

ARTICLE I. SCOPE OF SERVICES

1.1 Services Provided. WFS provides a wide variety of services to school districts and their students, including Child/Adolescent Partial Hospital services. As such, District desires to engage WFS for the following services, which shall be provided by WFS with sole and absolute discretion in the manner and means of carrying them out:

Child/Adolescent Partial Hospital Program (PHP): Intensive mental health and behavioral health services provided in the school setting will include Group Therapy, Individual Therapy, Family Therapy, Milieu Therapy, Classroom Behavioral Interventions and Psychiatric services such as evaluation and medication management. As a provider of PHP, WFS will abide by the Pennsylvania Chapter 5210 regulations.

1.2 Population Served. WFS will serve students referred by the District for treatment in the WFS PHP. Referred students must meet the medical necessity and other criteria of the PHP. Students attending the program may be covered through medical assistance (MA) or commercial insurance, in which case, WFS would bill the respective insurance. However, students need not have current insurance coverage to be served by the PHP as long as they meet the criteria of the program. Should a student not have active insurance coverage, has insurance coverage not accepted by WFS, or has insurance coverage that does not acknowledge the WFS PHP as a covered service, the District agrees to pay the hourly rate per student in effect at the time of the service for the duration of the service in which these circumstances prevail.

1.3 Student Records. All reports, records, or similar documentation regarding students prepared by WFS including psychotherapy notes or other clinical documentation prepared by WFS' therapist(s) shall remain and at all times be considered the property of WFS and WFS assumes all responsibility for the maintenance and storage of those records prepared in connection with the PHP services.

ARTICLE II. CONFLICT RESOLUTION

A "conflict" under Article II is hereby defined as any issue that arises relating to the quality of level of service provided hereunder, including but not limited to response time, but which falls short of constituting a material

breach of the Agreement. WFS and District agree to engage in conflict resolution activities that will minimize interference with service delivery.

- 2.1 The parties to this Agreement will have equal responsibility for the identification and resolution of conflicts that may arise in its implementation.
- 2.2 Conflict resolution will occur at the earliest opportunity and at the most appropriate administrative level.
- 2.3 Each party will notify the other party in writing and personally when a conflict exists, and a meeting to discuss and resolve the conflict will occur within five (5) working days of the written notification. Each party shall have a supervisory staff or upper level management present for such meeting.
- 2.4 The County Office of Behavioral Health can be consulted, as mutually agreed, to aide in resolution in the event that the parties fail to resolve any issue.

ARTICLE III. SERVICE AGREEMENT REVIEW

District and WFS agree to meet with appropriate personnel and review the terms of this agreement, at least semi-annually, to ensure that such terms are being met, recipients are being appropriately identified and planned for in a timely manner, and that problem resolution is occurring as needed.

ARTICLE IV. REMUNERATION

District shall pay WFS \$36.25 per hour for six (6) hours per day for provision of services specified in Article I, Scope of Services **for students without active insurance coverage, including Medical Assistance, with insurance coverage not accepted by WFS, or with insurance coverage that does not recognize the WFS PHP as a covered service.** While provision is made for monthly invoicing and reimbursement based on hours of service rendered, WFS will not be reimbursed for any amount greater than \$217.50 per day/per student in a twelve (12) month period from the start of the Agreement.

To the extent that WFS' expenses and costs in performing services under this agreement exceed the amount of fees WFS has received from District pursuant to this Agreement, such expenses and costs shall be borne by WFS.

WFS will submit a statement of the services provided, on a monthly basis, and within thirty (30) days of the last service in that calendar month. WFS will list the dates services were provided, the Service Dates, on the Statement along with the number of service hours provided.

Payments by the District will be made monthly unless otherwise arranged and added in writing as an amendment to the agreement and agreed to by both Parties.

ARTICLE V. TERM AND TERMINATION

- 6.1 Term. The term of this Agreement shall commence on 07/01/2023 and expire on 06/30/2024.
- 6.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- 6.3 Effect of Termination. In the event of termination, upon the effective date of termination for this Agreement, neither party shall have any further rights or obligations hereunder except for those rights and obligations that survive termination of this agreement, such as compensation for services already provided, or arise as a result of any breach of this Agreement or related to indemnification.

ARTICLE VI. GENERAL PROVISIONS

- 7.1 **Independent Status.** It is acknowledged and agreed that the relationship created by this agreement is one of Independent contractor and not an employment relationship. WFS is responsible for the payment of all applicable expenses and taxes, including, but not limited to federal and state income taxes, FICA, FUTA, state unemployment compensation taxes and fees for workers' compensation coverage. Because WFS staff are not full-time or part-time employees of District, WFS acknowledges that WFS staff are not entitled to any benefits paid by District to its employees, including but not limited to, vacation pay, holiday pay, health insurance, unemployment compensation insurance and workers' compensation insurance.
- a. WFS shall have exclusive control over the details, manner and method by which it completes its duties under this Agreement.
 - b. As an independent contractor, WFS may, with the approval of the District, retain subcontractors to assist it in completing the services required of WFS pursuant to this Agreement. District is interested only in the result to be accomplished by WFS and shall have no right to control the manner or determine the method by which such services are provided.
 - c. Because WFS makes its services available to the general public, WFS is permitted to provide services to any number of other facilities or businesses unrelated to District.
 - d. WFS shall not have any authority to act on or on behalf of, or to bind District in any manner except as expressly authorized in writing in advance by District.
- 7.2 **WFS Representations.** WFS warrants and represents now and throughout the life of this Agreement, relative to the PHP, that:
- a. **Licensure:** WFS is duly authorized and licensed as a Provider of Partial Hospitalization Services by the Commonwealth of Pennsylvania. A copy of the license is available upon request.
 - b. **Special Training:** WFS maintains that specialized training in Child/Adolescent Therapy has been obtained and documentation of this is available upon request.
 - c. **Child Abuse/Criminal Background Checks:** WFS maintains that there have been no child abuse or child neglect charges made against any of the WFS staff and copies of child abuse, criminal background and FBI checks are on file in our Human Resources Department and will be made available upon request.
 - d. **Disbarment/Sanctions:** WFS maintains that WFS staff associated with this Agreement have not been disbarred in the Commonwealth of Pennsylvania or any other state. WFS maintains that the agency and its staff do not have any professional sanctions imposed upon them in the Commonwealth of Pennsylvania or any other state. Please see also Section 7.3: Exclusion Lists below.
 - e. **Insurance Coverage:** WFS will carry Professional Liability Insurance for the duration of this Agreement with not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate annually.
 - f. **Accreditation:** WFS is currently accredited by the Council on Accreditation.
- 7.3 **Exclusion Lists.** WFS conducts a monthly review each month to confirm that no organization connected with WFS, nor any employee is excluded from participation in federal programs.

In the event that any organization or employee is found to be on any of the exclusion lists, WFS will notify District within 48 hours. The District reserves the right to terminate this agreement, without notice, upon any violation of the above requirements. The District has a duty to report all notification to the Pa Dept. of Public Welfare, Bureau of Program Integrity for any person/entity for employment or contracting excluded from federal health care programs or the Pennsylvania Medical Assistance Program.

- 7.4 Discrimination. WFS shall comply with all applicable rules and regulations with respect to prohibition against discrimination because of sex, handicap or disability, color, race, age, national origin and religious creed, as prohibited more specifically by inter alia Pennsylvania Human Relations Act, Title VI and VII of Civil rights Act of 1964, title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) P.L. 101-336, Age Discrimination in Employment Act and Section 504 of the Rehabilitation Act of 1973. The District will also assure that they comply with the American's with Disabilities Act (ADA) P.L. 101-336 (if applicable), having removed barriers to access or made appropriate accommodations for consumers and staff as necessary.
- 7.5 Indemnification. Each Party (the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party (the "**Indemnified Party**") from any and all costs, damages, expenses, claims, liability, and/or losses of any nature, including attorneys' fees and costs, resulting from or arising out of (a) any negligence or misconduct on the part of the Indemnifying Party, its employees or agents, or (b) the breach of any representation, warranty, or obligation under this Agreement which is caused or occasioned by the acts of the Indemnifying Party, its employees or agents
- 7.6 Compliance with Law. Each party agrees to comply with all applicable local, state, and federal laws, rules, and regulations.
- 7.7 Confidentiality. WFS shall require agents, servants and employees to ensure that persons counseled, treated, rehabilitated or otherwise served are secure in the confidentiality of their records, names and identities except as law requires disclosure. WFS will follow all State and Federal law and regulations in regard to confidentiality.

The Parties acknowledge that each will have access to information that is treated as confidential and proprietary by the other including, without limitation, student charts and records, business plans, the names and addresses of present and past employees, the names and addresses of students and potential students, rate schedules, business strategies, service providers, computer programs, software, manuals, techniques, "know how", the existence and terms of this Agreement, and any information and/or materials relating to the operations of the Parties not known to the public domain; in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information accessed or developed in connection with the services provided in this Agreement, shall be subject to the terms and conditions of this clause. The Parties agree to treat all Confidential Information of the other Party as strictly confidential. The Party receiving Confidential Information (the "**Receiving Party**") agrees not to disclose the Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Party making the disclosure (the "**Disclosing Party**"). The Receiving Party shall notify the Disclosing Party immediately in the event it becomes aware of any loss or unauthorized disclosure of the Disclosing Party's Confidential Information.

Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Receiving Party agrees to provide written notice of any such order to an authorized officer of the Disclosing Party within two (2) business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Disclosing Party to contest the order or seek confidentiality protections.

- 7.8 Health Insurance Portability and Accountability Act (HIPAA). Pursuant to Federal regulations promulgated under the authority of the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 and 164, District and WFS understand and agree that they and their Personnel will not use confidential client health information, which shall at all times include any and all forms of health care treatment, or billing information, including but not limited to client identity (hereinafter referred to as "**Protected Health Information**"), except as permitted by the regulations on Health Insurance Portability and Accountability Requirements. District and WFS agree that they will report any Breach, as defined by HIPAA/the Health Information Technology for Economic and Clinical Health Act (**HITECH**), of such Protected Health Information, to the other Party as soon as possible, but in no event more than three (3) business days after the Breach is discovered, as defined by HIPAA/HITECH.
- 7.9 Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained or referenced herein shall be valid or binding.
- 7.10 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with applicable laws of the Commonwealth of Pennsylvania *without regard to any conflicts of the principles or provisions of laws*. Any action brought under this Agreement shall be brought in Pittsburgh, Pennsylvania.
- 7.11 Counterparts. This Agreement may be executed in one or more counterparts and by electronic or facsimile signature each of which shall be deemed an original and all of which together shall constitute only one Agreement.
- 7.12 Partial Invalidity. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this agreement in full force and effect.
- 7.13 Non-Solicitation. WFS and its Personnel shall not use Protected Health Information or the identity of District's clients for solicitation, marketing, fundraising, or other purposes except as required to perform the Scope of Work at any time during the Agreement or following termination of this Agreement.
Neither Party shall, during this Agreement and for a period of one (1) year immediately following termination of this Agreement, either directly or indirectly recruit or induce, attempt to solicit or induce, or assist or encourage others to solicit or induce, hire, offer to hire, entice in any way or in any other manner persuade any employee or agent of the other Party (the "**Employer Party**"), or any individual who acted in such capacity for the Employer Party in the prior twelve (12) months, to terminate or modify his/her or its employment or other relationship or association with the Employer Party to the detriment of the Employer Party without the written consent of the Employer Party, such consent to be given or withheld in the Employer Party's sole discretion. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.
- 7.14 Notices. All notices, requests, consents, claims, demands, waivers, and other communications shall be in writing and addressed to the Parties at the addresses set forth below. All Notices shall be delivered by personal delivery, overnight courier, or certified or registered mail. Both Parties agree to keep each other current as to its business and mailing addresses, telephone numbers, email addresses and facsimile number.

If to District: Shaler Area School District
1800 Mt. Royal Boulevard
Glenshaw, PA 15116
Attention: Dr. Kathleen Graczyk, Director of Student Services

If to WFS: Wesley Family Services
615 Alpha Dr, Ste 250
Pittsburgh, PA 15238
Attention: Emily Pietrzak, VP of Finance & HR

or to such other persons or places as either party may from time to time designate by written notice to the other.

- 7.15 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 7.16 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 7.17 Assignment; Binding Effect. Neither Party shall assign any rights, or delegate or subcontract any obligations, under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld. Any assignment in violation of the foregoing shall be deemed null and void. Notwithstanding the foregoing, WFS may assign its rights and obligations under this Agreement at any time to the successors and assigns of WFS (including without limitation: any entity owned by, controlling, controlled by, or under common control with WFS; or which may be the successor; or which may acquire all or substantially all of assets and business of WFS; or with or into which WFS may be merged or consolidated). Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Signatories:

For:
Wesley Family Services

For:
Shaler Area School District

Signature

Signature

Name Amy Townsend
Title Director of Education and School Based
Behavioral Health

Name _____
Title _____

Date

Date