

## SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of May, 2023, by and between **Shaler Area School District**, with offices located at 1800 Mt. Royal Boulevard, Glenshaw, PA 15116 (the "District"), and The Day School in Pittsburgh, a Pennsylvania non-profit corporation ("TDS").

### WITNESSETH:

WHEREAS, TDS currently provides educational and related services to students pursuant to approved alternative educational placements; and

WHEREAS, District requires educational and related alternative education placement services, (the "Services") for those persons enrolled as students of the District whose Individualized Education Plan ("IEP") currently provides for the provision of such alternative educational placements ("Students"); and

WHEREAS, District desires to obtain Services from TDS in accordance with the requirements of applicable Students' IEPs, and TDS desires to provide such services for District under the terms that this Agreement sets forth.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants that this Agreement contains and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. Term and Termination. The term of this Agreement shall commence as of July 1, 2023 and shall continue until June 30, 2024 unless terminated sooner as provided in Section 2 below (the "Initial Term"). Thereafter, the parties may agree to extend this Agreement for subsequent one-year periods (each, a "Renewal Term").

2. Termination; Resignation of Student.

(a) This Agreement may be terminated at any time without cause by either party upon giving of at least thirty (30) days prior written notice to the other party. In the event that either party defaults materially in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of notice of the default from the other party as reasonably determined by the non-breaching party, the party not in default shall have the right to terminate this Agreement immediately. This Agreement further may be terminated immediately in the event that Student moves out of the District.

3. Services. TDS shall provide the Services set forth on Exhibit A for Students mutually agreed upon by the parties as required by each Student's IEP. TDS shall ensure that personnel assigned by TDS to provide the Services pursuant to this Agreement (a) possess all required background checks and clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances required such as Act 34, Act 151, and Act 114, and that said background checks and clearances satisfy all requirements and/or policies and/or procedures of the District (b)

have signed the Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release (Pursuant to Act 168 of 2014) and (c) meet all other requirements under Pennsylvania law to provide Services to Student. TDS agrees to provide to District copies of all required clearances and other documentation for its agents and employees upon request.

4. Location and Facilities. Services shall be provided on site at TDS's facilities. TDS will provide designated facilities, equipped with such supplies and equipment (including, but not limited to, any equipment necessary for the provision of Services) as TDS reasonably determines to be appropriate for the provision of the Services.

5. Fees. In consideration for the provision of the Services hereunder, School shall pay to TDS in accordance with the fee schedule set forth on Exhibit A for the Services provided to Student(s) pursuant to and as required by each Student's IEP. TDS will submit an invoice to the District for all school days, beginning with the first date that a placement is held for the student. The placement date will be agreed upon during the initial intake IEP meeting. Payment will be made to TDS by District net thirty (30) days of receipt of TDS's invoice. Upon termination of this Agreement under Section 2, TDS shall discontinue Services and shall not incur any further fees without prior approval of District. District shall pay TDS for all Services performed prior to the effective date of such termination. TDS shall not bill any Student or such Student's parent or legal guardian for the provision of the Services. In the event that the Agreement is terminated under Section 2 and parent(s) invoke pendency, services shall continue until this issue is resolved and the District will continue to be billed on a monthly basis as set forth herein.

6. Representations and Warranties. Each party represents and warrants that it has and will have full power and authority to enter into and fully perform this Agreement, and that no agreement or understanding with any other person, firm or corporation exists or will exist that would interfere with the performance of their respective obligations under this Agreement.

7. Compliance with Laws. Each party shall perform its obligations pursuant to this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations to this Agreement.

8. Confidential Information. Both TDS and District acknowledge and agree that they may obtain or acquire access to certain Confidential Information of the other or of Student in connection with the performance of this Agreement. TDS and District each therefore acknowledge and agree that any Confidential Information received by them and/or their respective agents or employees will be treated in full confidence and will not be revealed or disclosed to any other persons, firms or organizations except in accordance with applicable laws. For purposes of this Agreement, "Confidential Information" shall mean all personnel records, financial information, Student's educational records and information, Student's IEP, and any other information or data identified by one party to the other in writing as confidential. TDS agrees to hold all Student educational records and information and Student's IEP records in accordance with the confidentiality, integrity and security requirements of the Family Educational

Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of consulting, interviewing, or assessing Students under this Agreement and may not be disclosed to any third party (including the Student's parents) without the written consent of the District (or District's designee) or Student or as otherwise permitted pursuant to FERPA. Such records, however, may be disclosed to District and/or its school(s) or school officials including administrators, nurses, teachers, and other personnel who have a legitimate educational interest in said records without the prior written consent of the Student's parent or legal guardian.

9. Independent Contractor. TDS acknowledges and understands that it is an independent contractor and not an agent or employee of District, and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture or any other relationship between the parties. TDS will be responsible for all items normally associated or required to perform the Services and shall set the work schedules of its employees. It is acknowledged and agreed that all individuals assigned to provide Services by TDS hereunder are and shall at all times be employees or agents of TDS, and that TDS shall be solely responsible for paying wages, making required payroll withholdings, and maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with applicable laws. TDS shall be responsible for the payment of all federal, state, and local taxes and charges, including but not limited to all federal, state and local income taxes, arising out of services performed by its employees in connection with this Agreement.

10. Insurance. TDS shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. TDS shall furnish District with evidence of the insurance coverages required upon request.

District shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. District shall furnish TDS with evidence of the insurance coverages required upon request.

11. Indemnification. TDS shall defend, indemnify and hold District and its directors, officers, employees, agents, representatives, affiliates and related companies ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) TDS's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of TDS or any employee of TDS assigned to provide Services under this Agreement; provided in each case that District shall give prompt notice, cooperation and assistance to TDS relative to any such claim or suit, and provided further in each case that District shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The defense and indemnification obligations of TDS shall not be limited by a limitation on the amount or type of damages, compensation or benefits

payable by or for TDS under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and TDS hereby expressly agrees to waive any provision of any such statute or act whereby TDS could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise.

District shall defend, indemnify and hold TDS and its directors, officers, employees, agents, representatives, affiliates and related companies ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) District's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of District or any employee of District assigned to provide Services under this Agreement; provided in each case that TDS shall give prompt notice, cooperation and assistance to District relative to any such claim or suit, and provided further in each case that TDS shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The defense and indemnification obligations of District shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for District under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and District hereby expressly agrees to waive any provision of any such statute or act whereby District could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise. Notwithstanding the foregoing, the District' indemnification obligations are subject to and limited by any other immunities from liability or limitation of damages afforded to the District by applicable law, including the Political Subdivision Tort Claims Act.

12. Notices. Unless specifically provided herein, all notices required to be given under this Agreement shall be given in writing and may be deemed to have been given three (3) days after being deposited in the United States certified or registered mail, or with any reputable overnight delivery company, prepaid, and addressed to the proper Party, at the following address: or to such other addresses as such Party shall give notice to the other Party:

The Day School  
1405 Shady Avenue  
Pittsburgh, PA 15217  
ATTN: Eva Bizzozero

Shaler Area School District  
ATTN: Kathleen Graczyk

13. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law rules.

14. Non-Discrimination. TDS and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

15. Miscellaneous. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

This Agreement sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, oral or written.

The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the District and TDS and the District's successors and assigns.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures on page to follow]*

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

THE DAY SCHOOL

Shaler Area School District  
SCHOOL DISTRICT

BY:



\_\_\_\_\_

NAME: John Murphy

TITLE: Chief Program Officer

DATE: 5.1.2023

BY:

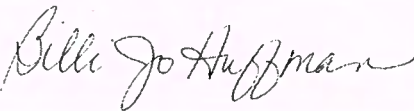
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY:



\_\_\_\_\_

NAME: Billi Jo Huffman

TITLE: Chief School Administrator

DATE: 05.01.2023

**EXHIBIT A**

**Services and Fees, Schedule, and Duties**

**A. Services and Fee Schedule.**

During the Term of this Agreement, TDS shall provide the Services as required under the Student's IEP, with such Services further described below, and shall be compensated for such Services pursuant to the following Fee Schedule.

1. Services Fee Schedule:

<b>SERVICES</b>	<b>FEES</b>
Approved Private School PDE 4010 State Subsidized Slots	\$68,355 per year / \$379.75 per day
Approved Private School Non-PDE Slots	\$68,355 per year / \$379.75 per day
Job Span	\$35000 per year/ \$194.45
<b>A la Carte Menu</b>	
Occupational Therapy*	\$75/ hr.
Physical Therapy*	\$90/ hr.
Speech/Language Therapy*	\$75/ hr.
Feeding Support*	\$75 / hr.
BCBA services *	\$75/ hr.
Psychological Services*	\$75/ hr.
Social Work Services*	\$65/ hr.
1:1 Paraprofessional	Per diem rate of \$256, with a minimum rate of \$125 for any day with less than 4.5 hours. Total yearly rate for a fulltime paraprofessional \$46,080.
Extended School Year Services (Summer of 2023)	\$4000 for the entire session

The Services marked with an \* are included in the APS Tuition Rate. The remaining services, if the IEP team determines that this support is appropriate, are not included in the tuition rate.

## 2. Description of Services:

### (a) PDE 4010 State Subsidized Slots and Non-4010 Slots:

Schools will be offered a 4010 slot (subject to usual enrollment and PDE approval process) when it becomes available. The 4010 slots are offered to Schools in the date order of signed agreements for enrolled students. The District will be notified by mail and phone when the opening becomes available.

### (b) 1:1 Services

TDS will provide the 1:1 service per qualified Student to perform and provide the behavioral support or personal care services required by the Student's IEP, as the same may be revised from time to time during the term of this Agreement. The 1:1 service and the individuals providing the service shall be selected in the sole discretion of TDS. [It is acknowledged and agreed that during the standard school year, TDS will invoice, and District shall pay for such 1:1 Services for all 180 days in which school is in session.]

### (c) Extended School Year Program:

The extended school year (ESY) program is designed for Students who's IEP team had determined, on an individual basis that such ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) in accordance with applicable Pennsylvania statutes and regulations, including 22 Pa. Code §14.132 and 22 Pa. Code §711.44, relevant federal regulations, court decisions and Pennsylvania Department of Education (PDE) policy concerning Extended School Year services for children with disabilities, as may be amended from time to time, ...who need continued educational support through a designated time in the summer as mutually agreed to by TDS and District. The ESY Services provided through TDS will occur during the Contract Session but could be possibly modified, depending on the needs of the District, and as mutually agreed upon by the District and TDS. Students will receive educational support that applies directly to the stated goals within the Student's IEP and in collaboration with the District.



**CONCURRENT ENROLLMENT AGREEMENT  
BETWEEN  
SHALER AREA SCHOOL DISTRICT AND  
THE UNIVERSITY OF PITTSBURGH**

This Concurrent Enrollment Agreement is entered into by and between Shaler Area School District (hereafter referred to as the "School District" or "District" ) and the University of Pittsburgh (hereafter referred to as the "University of Pittsburgh" or "University"). This Agreement sets out the terms and conditions of the concurrent enrollment program (hereinafter "Program" or "CHS") offered by these two institutions in accordance with Article XVI of the Public School Code.

The University and the School District do hereby agree to the following:

**1. Term**

The term of this agreement shall be from August 1, 2023 to June 30, 2024.

**2. Student Eligibility**

A. Students who meet all the following criteria are qualified to participate in the program:

- a. To remain in Honors or AP/CHS level coursework, students must earn at least an 80% average grade at the end of the third 9-weeks.
- b. Students must be currently enrolled in Grades 9-12.

**3. Courses Offered**

The following criteria apply to all courses covered by this Agreement:

A. The courses, as offered to concurrent enrollment students, are identical to those offered when concurrent enrollment students are not enrolled, including the use of an identical curriculum, assessments, and instructional materials. All courses will be taught at Shaler Area High School by University-approved High School faculty, unless otherwise agreed upon by the University and District.

B. The courses enforce prerequisite coursework requirements identical to those offered when concurrent enrollment students are not enrolled.

C. The following courses shall be offered in accordance with the terms of this Agreement and Article XVI of the Public School Code: Web Design, Business Calculus, Honors Calculus, Probability & Statistics, Computer Science Python, Computer Science JAVA, Sustainability, Introduction to World Politics, Honors French 4/5, Honors Latin 4/5, Honors, Spanish 4/5.

D. Course cost for the 2023-2023 academic year is \$75.00 per credit. For students enrolled in a chemistry course or equivalent will incur a \$48.00 lab fee. . After completing the Intent to Participate form and the University admission process, CHS students register and pay for their course(s) in the University online registration system during their designated registration period.

#### **4. Student Credit**

The University of Pittsburgh will award postsecondary credit to students who successfully complete courses identified in this Agreement as identified above. The University of Pittsburgh will transcript this credit in a manner similar to other students who take a course at the University. If a concurrent enrollment student becomes a regularly enrolled student at the University of Pittsburgh following graduation from secondary school, the University of Pittsburgh shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified above.

#### **5. Grading**

University-approved District high school teachers determine student grades based on student performance on exams and assignments. Grades earned in CHS courses appear on an official University of Pittsburgh transcript, and the course credits may be eligible for transfer to the college or university of the student's post-secondary school choice. Most colleges and universities accept these transfer credits; District should recommend to participating students that they contact the schools they are interested in to determine if they will accept these credits. If a participating student decides to attend any University of Pittsburgh campus, the CHS course grade will count toward their grade point average at the University. If a participating student takes a CHS course as well as the equivalent Advanced Placement (AP) course exam, and then attends the University of Pittsburgh, the CHS course grade supersedes the AP credit.

Since the standards for grading in a high school course might differ slightly from University of Pittsburgh standards, the University recommends to the District that a student who registers for a CHS course could receive two course grades: one from the high school and one on the University transcript. However, in most cases the grades are the same. These grading standards are explained at the beginning of each course.

#### **6. Promotional Material**

Both the University and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for concurrent enrollment to parents and students.

The School District will commit to displaying information on the University of Pittsburgh in the counseling suite.

#### **7. IDEA Accommodations**

Students with disabilities enrolled at the University for a dual enrollment opportunity are held to the same financial obligations, academic performance expectations, and consequences, for both success and failure, as all other college students. A dual enrollment program for students with disabilities should include a discussion of the accommodations, services, and supports that a student would need in a particular program. These factors require advanced planning and documentation; therefore, early conversations and decisions are critical in order to ensure that services are in place prior to the first day of class. Prior to any student's enrollment in a dual enrollment opportunity, the high school teacher will receive training from CHS about the proper procedure for accommodation requests, which entails the student, the student's family, special

education staff, and the University Disability Services Coordinators/Staff communicating to determine appropriate accommodation in accordance with University policies and the student's IEP.

## 8. Contacts

For the District:  
Dr. Timothy Royall, Principal  
Shaler Area High School  
Email: [royallt@shalerarea.org](mailto:royallt@shalerarea.org)  
(412) 492-1200 ext. 1500

For the University:  
Michael Giazsoni, PhD, Director  
College in High School (CHS)  
Email: [giazsoni@pitt.edu](mailto:giazsoni@pitt.edu)  
(412) 624-6789

## 9. FERPA

Student rights under the Family Education Rights and Privacy Act of 1974 ("FERPA") are reflected in University Policy AC 04 (formerly 09-08-01). Additional FERPA resources and notifications can be found at the Office of the University Registrar. In accordance with FERPA, if a student is attending the University of Pittsburgh, at any age, the rights under FERPA have transferred to the student. However, in a situation where a student is enrolled in both a high school and the University of Pittsburgh, the two schools may exchange information on that student. If the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the University of Pittsburgh to the high school.

## 10. School District Responsibilities

The School District, through its teachers approved to teach in CHS agree to:

- A. offer CHS University of Pittsburgh courses in the District in person, during the designated class time according to the District's school's schedule.
- B. follow the Course Outline and requirements as specified by the respective University academic department.
- C. observe and enforce all CHS deadlines.
- D. attend the annual subject-area meeting arranged by CHS.
- E. take the necessary steps to ensure receipt of electronic communication with attachments from CHS. Read and respond to CHS communications in a timely manner.
- F. create a syllabus from the template provided by CHS and distribute and review it with District students at the beginning of the course. Upload the syllabus into Aspire by one month into the course.
- G. assist District students by reminding them of all necessary deadlines, as well as registering for their course(s) and completing the registration process.
- H. inform CHS if a substitute teacher is needed for a course for a period longer than two weeks, so that the University can either obtain provisional approval for the substitute teacher or cancel the CHS course credit and issue refunds for students.
- I. administer University of Pittsburgh course exams according to the instructions provided by the CHS liaison. Grade the CHS assignments and exams and assign a University of Pittsburgh letter grade for each student. Teachers are not permitted to use the advance copy of the exam as a teaching aid.
- J. assist with implementing course assessment tools in District classrooms as part of the University of Pittsburgh's ongoing academic assessment efforts.
- K. update teaching information annually. Provide the estimated CHS teaching schedule in the District for the following year.

- L. agree that CHS has sole discretion to withdraw teacher approval for this program, thus discontinuing teacher participation in College in High School.

#### **11. Additional Administrative Responsibilities**

The following people will be responsible for the tasks listed below:

- A. Registration: The University of Pittsburgh will supply teachers with the necessary course registration materials by September 1st for the school year.
- B. Fiscal Transactions: Students and parents will be responsible to pay all applicable tuition costs directly to the University of Pittsburgh. The University will determine the timeline and the deadline for all payments.
- C. Textbooks: University of Pittsburgh commits to using the same textbook in the course for two-year periods, as long as the textbooks are being used in any sections of the concurrent enrollment course.
- D. Comply with federal and state laws concerning reasonable accommodation for students with disabilities and the development of individualized educational programs (IEPs).

**SIGNATURE PAGE TO FOLLOW**

**Signature Page**

The School District and College agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

For the School District:

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Superintendent Date

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President, Board of School Directors Date

For the University:

DocuSigned by:  
*Patrick Cunningham* 04-24-2023 | 8:58 AM EDT  
4533C8EE7C4948A

Patrick Cunningham, Date  
Executive Director for Financial and Physical Resources

## **SHALER AREA SCHOOL DISTRICT**

### **Addendum to High School Course Description Guide 2023-24**

#### **ADVANCED PRESCHOOL LAB**

##### **Course Description:**

This course provides an in-depth learning experience in child development theory and best practices that apply to the care and education of children from birth to 5 years of age. Assessment and observation techniques are carefully aligned with curriculum and program planning so students may see the strong connection between assessment and curricular practices. Principles of physical, social-emotional, cognitive, moral, aesthetic, and language development will be covered within the context of family and community. Students will examine issues relating to the development of children, ages 3 to 5 years, from an historical, cultural, and family perspective, as well as through current theories and research. As a stage of development, early childhood will be studied and analyzed across the full range of normative, non-normative, inter-and intra-variability for all young children. Students will learn and practice the basic skills of observation. Students will be required to apply theory to daily practice.



**Allegheny Intermediate Unit  
Mutual Assistance Group  
MOU (Memorandum of Understanding)**

**I. Purpose**

This Memorandum of Understanding ("MOU") is entered into by and between the Shaler Area School District *and* the Schools/School Districts listed below (each a "School") as of the date of signature below. The MOU memorializes each School's commitments and expectations in the event that a School requests assistance from the Allegheny Intermediate Unit Mutual Assistance Group. This MOU further describes the roles and responsibilities of each School, establishes interagency communication protocols (or procedures), and identifies environmental and historic preservation priorities in relation to a request for assistance.

**II. Background**

The Schools have identified the need for coordination of resources that may be required to maintain continuity of operations in support of educational objectives in the event of an emergency or disaster. The education and safety of each School's students will remain a priority.

In the event of a catastrophic emergency, a School may request aid from the Schools listed below. The nature and duration of aid will depend on the nature of each incident or emergency. Requests for aid may include, but are not limited to, the provision of school administration, counseling, central office administration, or school support services (transportation, food services, athletics, etc.). The duration of aid will depend on the severity of the emergency and requesting School's needs.

**III. Confidentiality**

In support of a coordinated, interagency approach to disaster and emergency support, the Schools may share sensitive, non-public information with each other that will be utilized during the disaster recovery period to expedite the environmental and historic preservation reviews.



In order to facilitate the sharing of such information each School will execute a confidentiality agreement an example of which is attached hereto as Appendix A.

#### **IV. Responsibilities of Parties**

The provision of aid by a School may involve the sharing of time and/or resources to address an emergency or crisis situation. Each School will be responsible for identifying issues that must be addressed to satisfy the best interest in educating students and coordinating with other Schools as necessary. Schools providing resources or personnel should not expect compensation or reimbursement for any aid provided. Each School may be responsible for the following:

When a School requires aid, a request will be submitted to the Mutual Assistance Group Liaison Officer at the Allegheny Intermediate Unit (AIU). A School requesting Aid will:

- Provide a description of resources needed to address the emergency or crisis,
- Provide information to those providing assistance (“Mutual Assistance Group Responders”) in the form of a starter kit. This kit will include, but is not limited to, the following items:
  - Building map
  - Bell Schedule
  - Temporary guest access to necessary technology
  - Other items such as staff and student rosters will be provided as appropriate
- Provide a space for personnel and resources to the extent available, and
- Provide information regarding the incident to which the team is responding

Mutual Assistance Group Responders will:

- Respond to the request for aid from the Mutual Assistance Group Liaison Officer at the AIU,
- Provide requested personnel or resources as able,
- Maintain confidentiality per the attached Confidentiality Agreement, and
- Endeavor to provide aid without being in the way or being a burden to the requesting School.

Allegheny Intermediate Unit will:





- Promptly respond to the call for aid through the Mutual Assistance Group Liaison Officer,
- Coordinate available resources to address the request, and
- Coordinate the timing and duration of the aid.

#### **V. Commitments of Agencies**

The Parties hereby commit, to the extent practicable, to early involvement and cooperation to ensure timely decisions are made and that the responsibilities of each Party are met. The Parties commit to working together and as appropriate with response Schools, state Agencies, and other interested persons. In particular the Parties agree to:

- A. **Timely Coordination:** Mutual Assistance Group Responders and Schools requesting aid will submit daily reports to the Mutual Assistance Group Liaison Officer.
- B. **Coordination Meetings:** Mutual Assistance Group Responders and Schools requesting aid will meet daily to share developments, status, and reviews.
- C. **Interagency Communication:** Mutual Assistance Group Responders and Schools requesting aid will notify the AIU when it is determined that resources or personnel are no longer required to address the emergency or crisis.
- D. **Personnel and Expertise:** Mutual Assistance Group Responders and Schools requesting aid will provide appropriate personnel and/or expertise, as appropriate, and as resources allow.
- E. Upon executing the MOU, the School agrees to remain a part of the group for the duration of the current school year. For purposes of this agreement, the school year shall be considered July 1 through June 30.
- F. A Party may leave the Mutual Assistance Group at the end of any school year by notifying the Mutual Assistance Group Liaison Officer in writing by June 1.

#### **VI. Duration**

This MOU shall be effective as of the date of last signature below and shall remain in effect until June 1, 2026

#### **VII. Amendments**

Any changes, modification or amendment to the MOU shall be made in writing and shall only become effective on execution by an authorized representative of all Parties.



**VIII. Termination**

If any Party determines that the terms of the MOU will not or cannot be carried out, that School shall immediately notify the other Parties and consult with them to develop an amendment in accordance with Paragraph VII, above. If amendment language is not agreed upon by the parties within thirty (30) days of such notification, any Party may terminate its participation in the Mutual Assistance Group upon written notification to the other Parties. Additionally, the AIU may terminate this MOU as to any or all Parties upon written notice at any time.

**IX. Issue Elevation**

Any issue or dispute that arises between or among the Parties during the term of the MOU shall be addressed expeditiously by the Mutual Assistance Group Liaison Officer at the AIU. This provision is intended to ensure that all Parties work as collaboratively and quickly as possible to resolve any issues or disputes that could negatively impact the education of students and the safe operation of schools.

**X. Appendices**

- A. Confidentiality Agreement/s

-SIGNATURE PAGE FOLLOWS-



**Signed:**

Shaler Area School District

School/School District Address

1800 Mt. Royal Blvd  
Glenshaw, PA 15116

School/School District Representative

April Kwiatkowski, PhD, Board President

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(Signature)



**Appendix A**

**Confidentiality Agreement**

**Mutual Assistance Group**

**MULTIPARTY MUTUAL CONFIDENTIALITY AGREEMENT**

**THIS MULTIPARTY MUTUAL CONFIDENTIALITY AGREEMENT** ("the Agreement") is entered into as of the 17<sup>th</sup> day of May, 2023 (the "Effective Date").

**BETWEEN:**

SHALER AREA SCHOOL DISTRICT of 1800 Mt. Royal Blvd. Glenshaw, PA 15116

**RECITALS:**

- A. The Parties have entered into a Mutual Assistance Group Memorandum of Understanding under which the Parties may request and/or provide resources and personnel in the event of an emergency or other crisis.
- B. In the event of an emergency or other crisis, sensitive information may need to be shared between the Parties.
- C. The Parties desire to enter into this Agreement to further describe the responsibilities of the Parties in sharing information with regard to a request for emergency or crisis event.

The Parties hereby agree as follows:

1 Definitions and Interpretation

(a) In this agreement (the "Agreement") unless otherwise provided:



"Authorized Persons" means, in relation to a Recipient (defined below) of Confidential Information (defined below), the duly authorized representative of each Party;

"Business Day" includes every day other than a Saturday, Sunday or a day that is a public holiday in Pennsylvania

"Confidential Information" means all data and information relating to the Discloser, including but not limited to, the following:

- a. 'School Operations' which includes internal personnel and student information of the Discloser, operational manuals, social media accounts, databases operated by the Discloser, and the manner and methods of conducting the Discloser's educational business;
- b. 'Student Information' which includes names and all information relating to students, data provided by students, parents, and guardians of any type received by the Recipient;
- c. 'Intellectual Property' which includes information relating to the Discloser's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical data, technical concepts, test data and test results, and any policies and procedures;
- d. 'Service Information' which includes all data and information relating to the service provided by the Discloser, including but not limited to, plans, schedules, manpower, assignments, inspection, and training information; and

'Confidential Information' will also include any information that has been disclosed by a third party to the Discloser and is protected by a non-disclosure agreement entered into between the third party and the Discloser.

"Discloser" means, in relation to any Confidential Information, the party which discloses or otherwise provides such Confidential Information directly or indirectly to a Recipient (or to Authorized Persons of such Recipient) at any time (whether before or after that date of this Agreement) for the Purpose;

"Purpose" means the request or provision of Mutual Aid in connection with the Mutual Assistance Group Memorandum of Understanding;

"Recipient" means, in relation to any Confidential Information, the party which receives (or on whose behalf any Authorized Persons receive) such Confidential Information, directly or



indirectly from a Discloser at any time (whether before, on or after the date of this Agreement) for the Purpose; and

"Use" means, in relation to any Confidential Information, to receive, store, transmit, access, read, analyze, disclose, share, print, copy, reproduce, extract, modify, adapt, incorporate or otherwise use such Confidential Information in whole or in part in any manner whatsoever.

## 2. Provision of Confidential Information

(a) This Agreement shall be made and take effect from the Effective Date.

(b) In consideration of each party agreeing to disclose Confidential Information, and the parties' mutual obligations under this Agreement, each party (as a Recipient) undertakes to the other (as Discloser) to keep the Discloser's Confidential Information secret and treat it as set out in this Agreement.

(c) The parties acknowledge that the Confidential Information is of significant value and importance to the parties and is being supplied in confidence solely for the Purpose. Although Confidential Information is supplied by each party in good faith, no party makes any representation concerning the accuracy, efficacy, completeness, capabilities or safety of materials or media by which it is supplied, except to the extent expressly agreed by it in writing.

## **3 Use of Confidential Information**

(a) Each Recipient agrees to, and shall ensure that its Authorized Persons shall, keep secret and confidential all Confidential Information received by it directly or indirectly from the Discloser and, unless expressly permitted otherwise under this Agreement, not Use such Confidential Information in any way without the prior written consent of the Discloser (which may be given or withheld in its absolute discretion), except to the extent reasonably necessary for the Purpose. Further, each Discloser agrees that the Recipient may disclose the Confidential Information to Authorized Persons strictly in accordance with Section 4 below.

(b) The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.



#### **4 Authorized Disclosure**

A Recipient may disclose Confidential Information received by it to any of its Authorized Persons, provided that such disclosure is made only to such persons and to such extent as is reasonably necessary for the Purpose, and is made under no less strict obligations of confidentiality than those set out in this Agreement.

The Recipient undertakes to ensure that all Authorized Persons to whom it discloses the Confidential Information shall comply with this Agreement as if they were parties hereto. The Recipient shall be liable for any acts or omissions of any Authorized Persons to whom it has disclosed Confidential Information as if those acts or omissions were performed by the Recipient.

#### **5 Excluded Information**

(a) A Recipient's obligations under Sections 3 and 4 do not apply to, and the restrictions on Use of Confidential Information do not extend to, any information which the relevant Recipient can prove is:

- i. Information that is generally known in the education field;
- ii. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Recipient;
- iii. Information rightly in possession of the Recipient prior to receiving Confidential Information from the Discloser; or
- iv. Information that the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

(b) A Recipient shall not be in breach of its obligations under Sections 3 and 4 if relevant Confidential Information received by it may be required by Pennsylvania's Right-to-Know law, or other applicable law, regulation or order of a court of competent jurisdiction to be disclosed and each Recipient will immediately notify the Discloser in writing of any request or requirement for disclosure and of all relevant surrounding circumstances. If the Recipient is unable to so notify the Discloser before such disclosure is required it will notify the Discloser immediately after the disclosure has been made. The Recipient will use all reasonable endeavors to resist any requirement for disclosure (and to assist the Discloser in resisting the



requirement for disclosure) and to maintain the confidentiality of the Confidential Information.

## **6. Breach and Liability**

(a) Each Recipient acknowledges and confirms that, as between the parties, ownership of the Confidential Information, including all Intellectual Property Rights therein, remains vested in and under the control of the Discloser or its licensors, and no licenses or rights are granted or assigned (other than to the extent expressly separately agreed in writing by relevant parties).

(b) Each Recipient further acknowledges that the rights of the Discloser in Confidential Information sought to be protected by this Agreement are valuable and that breach of these terms may cause irreparable damage and agrees that the Discloser may at its discretion apply for and obtain (without limiting the effect of any rights the Discloser may have to obtain damages) injunctive relief, specific performance or other equitable relief without proof of damage.

(c) Each party shall be solely responsible and liable for its acts or omissions in breach of this Agreement, and no party shall be jointly liable for any act or omission of any other party in breach of this Agreement. The parties are each independent contractors and shall have several, not joint, liability.

## **7. Notices**

(a) In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will provide to the Discloser prompt written notice of such request so the Information Provider may seek an appropriate remedy or alternative to waive the Recipient's compliance with the provisions of this Agreement in regards to the request.

(b) If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Recipient will immediately notify the Discloser and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

(c) Any notices or delivery required in this Agreement will be deemed complete when hand-delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing. (d)





The addresses for any notice to be delivered to any of the parties to this Agreement are as are attached hereto as Exhibit A.

### **8. Termination**

Any Party may terminate its participation in this Agreement by providing written notice to the other parties. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

### **9. Assignment**

Except where a school has changed its name or merged with another school, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other parties to this Agreement.

### **10. Amendments**

This Agreement may only be amended or modified by a written instrument executed by both all parties to the Agreement.

### **11. Governing Law**

This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

### **12. General Provisions**

(a) Time is of the essence in this Agreement.

(b) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

(c) The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

(d) The Recipient is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Discloser in enforcing this Agreement as a result of any default of this Agreement by the Recipient.



(e) The Information Provider and the Discloser acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Information Provider and the Recipient that such provisions be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Recipient to give the Information Provider the broad possible protection to maintain the confidentiality of the Confidential Information.

(f) No failure or delay by the Information Provider in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

(g) This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Information Provider and the Recipient.

(h) This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

(i) This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart of this Agreement, by facsimile, portable document format (.pdf) or by any other electronic means, has the same effect as delivery of an executed original of this Agreement.

**[Signature Page to Follow]**



**IN WITNESS WHEREOF**, this Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date set forth above.

**Signed:**

Shaler Area School District

School/School District Address

1800 Mt. Royal Blvd  
Glenshaw, PA 15116

School/School District Representative

April Kwiatkowski, PhD, Board President

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(Signature)

## **AGREEMENT FOR SCHOOL-BASED PEER SUPPORT GROUP FOR GRIEVING CHILDREN AND ADOLESCENTS**

This Agreement for School-Based Peer Support Group for Grieving Children and Adolescents is entered into by and between Caring Foundation (“Foundation”) and **Shaler Area School District** (“School”) as of the last date of signing by a party (“Effective Date”) and will terminate twenty-four (24) months from the Effective Date, unless otherwise extended or terminated earlier in accordance with the terms of this Agreement.

### **BACKGROUND**

- A. The Foundation is a nonprofit corporation that makes available, at no cost to the community, certain grief support services for grieving children, teens and their families through the program known as “Highmark Caring Place, A Center for Grieving Children, Adolescents and Their Families” (the “Program”).
- B. There are currently four (4) Highmark Caring Place locations in Pennsylvania (“Highmark Caring Places”).
- C. Foundation and School wish to provide the Program for children and teens at a school location during or after the school day, as is more fully described below.
- D. Foundation has agreed to assist School in providing the Program in accordance with the terms and conditions set forth in this Agreement and any subsequent amendments.

**WHEREAS**, Foundation and School wish to provide the Program, including certain support services, pursuant to this Agreement and in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants set forth herein, Foundation and School, each intending to be legally bound, agree as follows:

#### **1. Purpose and Scope**

The Program is designed to provide a safe environment for children and teens enrolled as students of the School (collectively, “Students”) to be with peers who are also grieving, and allow them to express their feelings related to the death and to share memories of the person who died. Through this process it is hoped that the Students will learn they are not alone; become familiar with peers who understand what they are going through so they can go to them for support, if needed; and learn healthy coping mechanisms. School(s) will be trained in the Caring Place model of peer group support; however, neither the Foundation nor the Caring Place will be responsible for any future performance or use of the model or any changes to the model when applied in future groups.

#### **2. Program Requirements**

2.1 School agrees to support and provide the facilities, services and School staff necessary to make the Program successful. School will provide to Foundation all policies with which

Foundation must comply with regard to the Program and while on School property. The School policies are attached hereto as Exhibit A (“School Policies”).

2.2 Foundation agrees to support and provide the Services and Caring Place staff necessary to make the Program successful. Foundation will provide to School all Program guidelines and requirements with which the School must comply with regard to the Program. The Program guidelines and requirements are attached hereto as Exhibit B (“Caring Place Guidelines for School-Based Peer Support Groups”).

### **3. School Services**

School hereby agrees that it will provide the services, including facilities and personnel, described in Exhibit C (“Statement of Work - Services”), attached hereto and made part hereof (collectively, “Services”). Exhibit C may be amended from time to time, as agreed to by the parties. School agrees that it will provide such Services solely in the manner approved by Foundation. School shall provide, prior to the effective date of this Agreement, documentation to Foundation, which shall be satisfactory to Foundation in its discretion, of School’s authorization to perform the Services. Without limiting the foregoing, any required documentation is listed in Exhibit B.

### **4. Key Personnel**

4.1 School and its employees shall perform the Services hereunder or, if permitted by Foundation in writing, shall use other qualified individuals to perform all or part of School’s obligations. To the extent that School engages other individuals to perform any or all of its obligations, all such individuals, including but not limited to, employees, subcontractors or agents (“Key Personnel”) shall be properly qualified and appropriate to deliver the Services. Upon request, School shall provide to Foundation any documentation with respect to any such Key Personnel prior to such Key Personnel performing any Services.

4.2 The Foundation requires that there be at least one Co-Facilitator who will be considered the primary Key Personnel required for the Program. The School may choose to have additional Co-Facilitators and substitute School Co-Facilitator who will work with Caring Place staff. The responsibilities of the School Co-Facilitator(s) are set forth in Exhibit B.

4.3 All Key Personnel shall be reasonably acceptable to Foundation. If Foundation, in its good faith judgment, is dissatisfied with the performance of any Key Personnel, School shall substitute another qualified individual to take the place of such Key Personnel, which qualified individual shall then become a Key Personnel for all purposes hereunder.

4.4 School shall require the School staff Co- Facilitator(s) to meet with Caring Place staff to discuss the school-based model prior to facilitation of the group.

4.5 Subject to the foregoing, Key Personnel shall at all times remain under the full, sole and final authority of School with respect to their hiring, compensation, evaluation, scheduling, supervision, discipline, reassignment and discharge. In addition, all Key Personnel shall be under the sole control and direction of School and School shall be solely responsible for all liabilities and expenses associated therewith.

## **5. Caring Place Staff**

Foundation shall furnish School with the following documentation for all Caring Place staff who participate in the Program at the School:

- a) Current copies of Child Abuse Clearances and Criminal History Background checks required of volunteers having contact with children in accordance with Section 6344.2 of the Child Protective Services Law, 23 Pa.C.S. Section 6344.2; and
- b) Current copy of tuberculosis test results in accordance with Section 1418 of the Public School Code, 24 Pa.C.S. Section 14-1418(b).

## **6. Fees and Expenses**

Neither party shall pay or be paid for use of the facilities, Services or supplies provided by a party. Notwithstanding the foregoing and to the extent reasonable, Foundation will provide necessary materials and snacks for the Program.

## **7. Independent School Status**

7.1 School acknowledges and agrees that it is not an employee, partner or joint venturer of Foundation and that the Foundation is providing services on a volunteer basis. Neither School nor Foundation shall represent, either directly or indirectly, that School is an employee, agent or legal representative of Foundation, and School shall have no power or authority to bind Foundation, or to act for or on behalf of Foundation. The Services shall be provided under the sole control and direction of School. School shall be responsible for all economic and noneconomic risks incurred in the operation of School's business.

7.2 School agrees that neither it nor its Key Personnel are entitled to unemployment benefits from Foundation in the event this Agreement terminates, or workers' compensation benefits from Foundation in the event that School (or any Key Personnel) is injured in any manner as a result of providing, or in connection with providing, the Services. School is solely responsible for estimating, withholding, paying and reporting any and all employment-related local, state or federal taxes for School and the Key Personnel, as applicable. Foundation shall not withhold any taxes or prepare W-2 forms for or on behalf of School or its Key Personnel, if any.

## **8. No Employee Benefits**

School acknowledges and agrees that neither it nor anyone acting on its behalf will receive any employee benefits of any kind from Foundation, whether or not such benefits are subject to ERISA. In addition, School, on behalf of itself and its Key Personnel, if and to the full extent permitted by law, waives any and all rights, if any, to any employee benefits offered by Foundation to any of its employees.

## **9. Insurance**

9.1 School shall obtain, at its own expense, all necessary insurance coverage, with appropriate endorsements, including, without limitation, the following:

- a) Commercial General Liability Insurance, including, without limitation, contractual liability and personal injury liability, with a combined bodily injury and property damage limit of not less than \$1,000,000 for each occurrence. If any Key Personnel are not covered under the Professional or Errors and Omissions Liability Insurance

(described below), the Commercial General Liability Insurance must include liability related to the Services performed by such Key Personnel.

- b) Workers' Compensation Insurance, if applicable, as required by law.
- c) With respect to the Key Personnel, unless otherwise covered under the Commercial General Liability Insurance (described above), Professional or Errors and Omissions Liability Insurance, with liability limits of not less than \$1,000,000 per claim, or such higher amount if required by law; or, in the alternative, evidence, which shall be satisfactory to Foundation in its discretion, that School's agents, consultants or independent contractors maintain in effect such insurance coverage.
- d) Any other insurance reasonably required by Foundation.

In the alternative, School may provide written documentation, acceptable to Foundation, describing a structured self-insurance program, which must be approved by Foundation prior to the commencement of the Services hereunder.

9.2 School shall name Foundation, and its affiliates, subsidiaries, directors, officers, employees and agents, as additional insureds to the Commercial General Liability Insurance policy and Professional or Errors and Omissions Liability Insurance policy. Upon request, School shall provide Foundation with proof of compliance, which shall be satisfactory to Foundation in its discretion, with the insurance coverage requirements prior to the effective date of this Agreement, and from time to time thereafter upon Foundation's request therefor. School shall provide Foundation with at least thirty (30) days' prior written notice of any cancellation, nonrenewal, or significant change in coverage or policy. If any such policy is on a "claims made" basis, upon termination of this Agreement, School shall either purchase adequate "tail" coverage to cover all of its activities under this Agreement, or maintain such coverage for a period of not less than three (3) years after the termination of this Agreement. By specifying minimum coverage requirements herein, Foundation does not waive its right to recover amounts in excess of such amounts in the event of a claim resulting from or arising out of School's Services provided under this Agreement.

## 10. Confidentiality

10.1 School hereby acknowledges that during the performance of the Services hereunder, School may obtain information which is highly confidential or proprietary, concerns the business or affairs of Foundation or its affiliates, and is not generally available to the public, including, without limitation, employee, customer, subscriber or provider data; medical information; trade secrets; ; business plans; methods and procedures of operation; the Program Materials (as defined in Exhibit B); and similar proprietary information. School shall: (i) treat, and obligate its Key Personnel to treat, as confidential all such information, whether or not identified as confidential; (ii) use such information only in connection with the Services to be provided under this Agreement and for no other purpose; and (iii) not disclose or distribute any such information or make available any reports, recommendations, or work product which is produced for Foundation to any person or entity, or use it in any manner whatsoever.

10.2 School's duties and Foundation's rights under this Section shall survive the expiration or termination of this Agreement for any reason whatsoever. School agrees that every document or other material provided by Foundation or produced for Foundation in connection with the Services hereunder, including, without limitation, all copies thereof and all documents, and program materials used by any Key Personnel who no longer deliver Services hereunder, will remain the exclusive property of Foundation and will be provided to Foundation promptly at the conclusion of the Services or expiration or termination of this Agreement for any reason whatsoever, or disposed of in a manner required by Foundation upon written direction from a duly authorized Foundation representative. This provision applies to any material, regardless of media, and applies to working or draft materials, in addition to final products.

10.3 Notwithstanding the foregoing, School may keep and continue to use the Activity Manual and Resource Manual (collectively, "Manuals") provided by Foundation. However, Foundation will not provide any revisions or updates for the Manuals and will not be responsible for any use by School of the Manuals. After expiration or termination of this Agreement, School will not use the Foundation or Caring Place name or assert or advertise that it is using the Caring Place model of peer group support. Notwithstanding the foregoing, School may continue to use the Caring Place model or apply it in developing the School's own model.

10.4 The parties hereto hereby acknowledge and confirm that the breach of any of the provisions of this Section will result in irreparable harm to Foundation which may not be adequately remedied by money damages. In addition to any other rights or remedies that may be available at law or otherwise, the provisions of this Section may be enforced by temporary or permanent injunctive relief, without any showing of irreparable harm or posting of any bond.

### **11. Compliance with Laws**

The parties intend that all activities under this Agreement be in compliance with all applicable laws and regulations. If any new law or regulation, or any interpretation of any existing law or regulation by any governmental authority, renders any activity hereunder illegal, unenforceable or noncompliant, then, notwithstanding any provision in this Agreement requiring mutual consent for amendments, Foundation may amend this Agreement to achieve compliance with such new law in accordance with this Section. Foundation shall notify School in writing at least thirty (30) days before the effective date of any such amendment. If Foundation does not receive a written objection to the proposed amendment before the effective date stated in the notice, School shall be deemed to have accepted the amendment.

### **12. Nondiscrimination**

School, in providing the Services, shall not discriminate against any employee or applicant for employment on the basis of the individual's race, gender, religion, ethnicity, national origin, color, age, disability, military status, or other protected status.

### **13. Conflicts of Interest**

School acknowledges that it has the responsibility of avoiding potential conflicts of interest and situations which may afford the appearance of impropriety. School represents that there is no conflict between its obligations under this Agreement and the terms of any other contract, agreement or relationship to which it is subject. School agrees not to enter into a conflicting



contract, agreement or relationship during the term of this Agreement and to bring to the attention of Foundation at the earliest possible time any possible conflict of interest.

#### **14. Publicity and Use of Name**

14.1 Foundation shall have the right to publicize, in its marketing communications and educational materials (collectively, "Marketing Materials"), the Services to be provided to Students hereunder, including, without limitation, the use of School's name and logo, if any. Foundation agrees to provide to School, for School's review prior to use, any Foundation Marketing Materials. If School objects to Foundation's Marketing Materials for any reason, School shall notify Foundation within five (5) business days of School's receipt of same. Notwithstanding the foregoing, Foundation shall not use in any manner any name, service mark or logo owned or used by School, or any affiliate or successor of School, without the prior written consent of School, or such affiliate or successor.

14.2 School shall have the right to publicize in its Marketing Materials the Services it will be providing to Students and Foundation's involvement. School agrees to provide to Foundation, for Foundation's review prior to use, any School Marketing Materials including, but not limited to, any and all communications to parents, guardians, teachers, or other school staff. If Foundation objects to School's Marketing Materials for any reason, Foundation shall notify School within five (5) business days of Foundation's receipt of same. Notwithstanding the foregoing, School shall not use in any manner any name, service mark or logo owned or used by Foundation, or any affiliate or successor of Foundation, without the prior written consent of Foundation, or such affiliate or successor.

#### **15. Indemnification**

15.1 School shall indemnify, defend and hold harmless Foundation, and its officers, directors, employees, agents, affiliates, successors and assigns, against any loss, judgment, damage, liability, claim, penalty, amount paid in settlement, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by Foundation or any of the foregoing that results from or arises in any manner out of this Agreement and the obligations of School hereunder. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.

15.2 Foundation shall indemnify, defend and hold harmless School, and its officers, directors, employees, agents, affiliates, successors and assigns, against any loss, judgment, damage, liability, claim, penalty, amount paid in settlement, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by School or any of the foregoing that results from or arises in any manner out of this Agreement and the obligations of Foundation hereunder. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.

#### **16. Records Retention**

School shall maintain accurate records pertaining to the provision of the Services and in support of its charges to Foundation therefor. Foundation shall have the right to review such records for the purpose of continuing care after reasonable notice and during regular business hours. School shall preserve such records for twelve (12) months after termination or expiration of this Agreement or for such longer period as may be required by law.

## **17. Term and Termination**

17.1 This Agreement shall remain in effect for twenty-four (24) months from the Effective Date unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement.

17.2 Except as provided below, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

17.3 Foundation may terminate this Agreement immediately if Foundation makes a reasonable determination that School has breached this Agreement, and that School has not cured such breach to Foundation's satisfaction within thirty (30) days of specific notice detailing the breach.

17.4 Upon termination of this Agreement for any reason whatsoever, School shall discontinue all delivery of the Programs and shall return or dispose of all confidential or proprietary information.

## **18. Dispute Resolution**

In the event of any dispute arising out of or relating to this Agreement, including any claim by an employee, subcontractor or agent of School, but not including a claim by Foundation to enforce the Confidentiality and Publicity and Use of Name Sections, Foundation and School agree to meet and negotiate in good faith to resolve any such dispute. In connection therewith, each party will provide to the other all reasonably requested information as is relevant to resolution of the dispute.

## **19. Assignability**

This Agreement and all rights and obligations of the parties hereunder shall be binding on all successors and assigns of the parties hereto; provided, however, that School shall not assign or transfer its rights or obligations hereunder without the prior written consent of Foundation. Any attempted assignment by School shall be null and void.

## **20. Legality**

It is the intention of the parties hereto that the provisions of this Agreement be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any such provision or provisions not render unenforceable, or impair, the remaining provisions hereof. If any provision or provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions, and to alter the bounds thereof, in order to render such provision or provisions valid and enforceable. Each and every provision set forth herein is hereby declared to be severable.

## **21. Waiver of Agreement**

No failure by either party to exercise any power or right granted under this Agreement, or to insist upon strict compliance by the other party with the terms hereof, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand full and exact compliance by the other party with the terms hereof.

**22. Forced Work Stoppage/Force Majeure**

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or of the public enemy, fires, floods, storms, earthquakes, pandemics, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not, with reasonable diligence, be controlled or prevented by the party ("Force Majeure Event"). If a party relies on any of the foregoing as a reason or failure, default or delay in performance, it shall give to the other party prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.

**23. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any action commenced hereunder shall be brought in the courts of the Western District of Pennsylvania or the state courts of Allegheny County, Pennsylvania, as appropriate.

**24. Notices**

Any notice or communication to be given under this Agreement shall be made in writing and shall be deemed given when personally delivered; when sent by facsimile or electronic mail transmission; or when received by the addressee, if sent by U.S. Postal Service, first class mail, or certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

**If to Foundation:**

Caring Foundation  
620 Stanwix Street  
Pittsburgh, PA 15222  
Attention: Terese Vorsheck

**If to School:**

Deputy Superintendent of Schools  
Shaler Area School District  
1800 Mt. Royal Blvd.  
Glenshaw, PA 15116  
Attention: Dr. Bryan O'Black

Each party may adopt a new address by written notice of the change to the other party as set forth above.

**25. Entire Agreement**

This Agreement contains the entire understanding of the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or negotiations, either written or oral, between the parties. The terms and conditions of this Agreement may not be amended, modified or deleted except by a writing signed by authorized representatives of the parties.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the last date of signing.

**Caring Foundation**

**Shaler Area School District (School)**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**  
**SCHOOL POLICIES**

[School should provide and attach any policies that Foundation and Caring Place staff must comply with while on school property.]

List of policies of Shaler Area School District:

- 103 - Nondiscrimination in School
- 103.1 - Nondiscrimination of Qualified Students with Disabilities
- 423 - Tobacco Use
- 451 - Drug and Substance Abuse
- 806 - Child Abuse
- 815 - Acceptable Use of Internet, Computer & Network Resources.

## **EXHIBIT B**

### **CARING PLACE GUIDELINES FOR SCHOOL-BASED PEER SUPPORT GROUPS**

#### **1. Purpose and Scope of the Program**

The purpose of the Caring Foundation's ("Foundation") School-Based Peer Support Groups for Grieving Children and Adolescents program stems from the Foundation's program known as the "Highmark Caring Place, A Center for Grieving Children, Adolescents and Their Families."

Both programs are designed to address non-complicated grief of children and teens in elementary, middle and high school. However, not all children and teens are able to get to the Caring Place locations for support and thus the School-Based Peer Support Groups Program ("Program") was established to reach these children and teens in their schools. The Program is designed to serve children and teens:

- who have had a family member or friend die at any point of time in their lives;
- who have been identified by a designated staff person at their school as appropriate for the group;
- who are not suffering from symptoms of trauma related to the death;
- who can function appropriately in a peer support group; and
- who have been given permission by their parent or guardian to participate in the group.

The Program is not designed to provide the children and teens counseling or therapy.

#### **2. Goals of the Program**

The goals of the Program are to provide a safe environment for grieving children to express their grief and reach children who cannot access the services available at the Highmark Caring Place facilities. In addition, the Foundation hopes to help grieving children identify others in their school to whom they can turn if and when needed; help schools become more "grief friendly"; and provide a format that balances the need for children and teens to process their grief, with the fact that they will need to return to their school activities after group meetings. In addition, Foundation hopes that after completing the Session School will be able to continue the Program on its own.

#### **3. Students**

Caring Place staff will work with School to select appropriate students for the Program.

Following are some criteria for student selection:

- Student has experienced the death of a family member or friend;
- Student can manage him/herself in a group setting (has not exhibited recent behavioral concerns within the classroom);
- Student has parental or guardian permission;
- Student expresses an interest in attending peer group meetings;
- Student is believed to have coping skills necessary to return to classroom after peer group meetings.

Following are some criteria that may make a student inappropriate for selection:

- History of potentially inappropriate emotional or behavioral outbursts;

- Student who has had a loss that involves a trauma component;
- The loss has been too recent;
- Recent history of aggression;
- Known significant/serious mental health diagnosis that is not being managed;
- Student does not have parental or guardian permission.

An explanatory letter and application will be sent by school staff to the parent/guardian of each potential group participant. A student will be able to participate in the Program even if an application/assessment has not been completed. However, in order to participate in the Program, all students must have a permission slip signed by their parent or guardian. School is responsible for obtaining the signed permission slip.

#### **4. Peer Group Meetings**

A School-based peer group session will consist of six (6) to eight (8) peer group meetings that will coincide with the length of a class period and not to exceed seventy-five (75) minutes. One or two additional meetings will be scheduled as make-up dates in the event a peer group meeting must be cancelled. Foundation will provide materials to assist with the Program, including an Activity Manual and a Resource Manual.

A School peer group must have a minimum of five (5) students to begin and must maintain an average of five (5) students to continue as a peer group. The maximum number permitted for a peer group will be determined on a case by case basis taking into consideration the following factors:

- Age of Students
- Activity level of Students
- Amount of staff support
- Level of need of Students.

The ideal age range for Students in a peer group should not exceed a two (2) year age gap for elementary and middle school, and a three (3) year age gap for high school.

A peer group session will be cancelled if an average of three (3) students per peer group is not maintained; or if either party fails to meet its obligations and the problem cannot be resolved. Reasons for cancelling peer group meetings include weather related concerns; no School facilitator without an identified substitute; no Caring Place staff without an identified substitute; School knows ahead of time that there will be no Students in attendance; School is cancelled or it is a scheduled off day.

Caring Place staff will provide a general curriculum to guide the peer group meetings.

#### **5. Removing a Student from the Peer Group**

A Student may be removed from a peer group if:

- Student's behavior consistently disrupts his/her own ability or another Student's ability to benefit from the peer group.
- Student misses more than two (2) peer group meetings.
- Student displays difficulty transitioning from the peer group meeting back to the classroom.
- It becomes apparent that the Student's issues are greater than what can be managed in a peer group meeting.
- Additional support is not available or not a viable solution

If any of the above criteria are met, the Caring Place staff and School Facilitator will meet to discuss the Student. Agreement between both parties is ideal; however, in the case where agreement cannot be reached, Caring Place staff has the right to make the final decision regarding a Student's peer group participation.

Once a decision to remove a student from a peer group session is made, Caring Place staff and School Facilitator will discuss the best way to address the situation with the School Facilitator making the final determination on how it will be handled. At a minimum, for students under age fourteen (14), a parent or guardian must be told verbally of the decision before the student is informed, and all students must be told in person.



## **EXHIBIT C**

### **STATEMENT OF WORK SERVICES**

This Exhibit C is a Statement of Work entered into pursuant to the terms of the Agreement for School-Based Peer Support Group for Grieving Children and Adolescents ("Agreement") by and between the Caring Foundation ("Foundation") and [Shaler Area School District ] ("School") and sets forth the services to be provided and the obligations and responsibilities of the parties.

#### **1. Term of Program**

The School-Based Peer Support Group for Grieving Children and Adolescents Program ("Program") will begin on the Effective Date of the Agreement and end two years later, with the parties to mutually agree in writing upon the specific dates of the Program. School has agreed to work with Foundation in providing the services set forth in this Statement of Work and the Agreement ("Services"). The Program will extend for six (6) to eight (8) weeks with two (2) make-up dates if necessary.

#### **2. Purpose and Scope**

The purpose of the Program is to provide a safe environment within a school setting for grieving children and teens in elementary, middle and high school to receive grief support. The Program is not designed to provide the children and teens counseling or therapy.

#### **3. Description of Services**

##### **A. School Responsibilities**

School shall provide facilities, services and personnel to support the Program. The Program will take place during school hours. The children or teens (collectively "Students") will attend the Program rather than their regularly scheduled class or activity. Every attempt will be made for the group meeting schedule to be coordinated in such a manner as to minimize the impact on Students' classes and activity schedules.

##### **1) Facilities**

School shall provide a consistent, confidential meeting space (no windows or with blinds) with a lockable closet or cupboard where supplies and projects may be stored between meetings and an area for working on projects (tables or desks). The meeting space should be large enough to accommodate up to ten (10) Students, plus a two adult Co-Facilitators. Ideally, but not necessarily, the space will include internet access.

##### **2) Key Personnel**

Foundation recommends that the school provide two (2) people, a Co-Facilitator and a backup Co-Facilitator, to be available for the peer group session. Only one (1) School Co-Facilitator must be available to participate in all peer group meetings. If the School provides a back-up Co-Facilitator he or she will be available when the Facilitator is not available; however, ideally the Co-Facilitator, if any, will participate in at least the first session to meet the Students. Facilitators should have a desire to participate in the Program and have flexible schedules in order to accommodate the changing peer group meeting times. Guidance counselors,

administrators or other appropriate school staff may be among those who will be available for the co-facilitator positions.

School and Co-Facilitators are responsible for providing following Services in a professional and timely manner:

- Be present at all peer group meetings. In case of illness or emergency of the co-facilitator, School will ensure that the previously identified back-up co-facilitator will attend the peer group meeting. If School Co-Facilitator or back-up Co-Facilitator are both unavailable, the group will be cancelled.
- Actively participate in coordinating and preparing for each peer group meeting.
- Actively participate during each peer group meeting.
- Participate with Caring Place staff in peer group review and planning in between peer group meetings.
- Collaborate with Caring Place staff on all aspects of the peer group.
- Complete all necessary paperwork.
- Adhere to all School and Co-Facilitator contractual obligations and Program Guidelines.
- Coordinates and ensures availability of space within school building for peer group meetings.
- Provide appropriate level of communication with all School personnel as needed during and at completion of peer group session.
- Provide appropriate follow up with students as needed during and at completion of peer group session.
- Participate in debriefing with Caring Place staff during and at completion of peer group session.

### 3) School's General Responsibilities

School and its School Co-Facilitator are responsible for providing the following Services in a professional and timely manner:

- Obtain appropriate approval(s) from School Executives including, where applicable, District Superintendent, School Principal, and/or School Board.
- Identify and provide a willing Facilitator and Co-Facilitator.
- Provide a backup Co-Facilitator in the absence of the primary Co-Facilitator.
- Schedule peer group meetings at varying times once a week for a six (6) to eight (8) week period, so as to be the least disruptive to Students' class schedules and in cooperation with Caring Place Lead Facilitator.
- Provide to Foundation for review all written materials and communications prior to use.
- Provide an agreed upon process for following up with participating Students.
- Provide the required minimum number of peer group Students
- Coordinate all communications with parents or guardians, including talking with them about the peer group, obtaining a signed permission form, and attempting to obtain a completed application.
- Provide appropriate, private space for peer group meetings (same space each week when/if possible).
- Provide necessary guidance to Caring Place Lead Facilitator with regard to School policies and procedures.

- Provide necessary communication to and coordination with, all other School staff regarding Student's participation in peer group meetings.
- Provide timely communication in the event peer group meetings must be cancelled or disrupted.
- Provide evidence of a school crisis plan/process that can be executed if needed.

## **B. Foundation Responsibilities**

Foundation and its Caring Place staff are responsible for the following:

- Provide manuals to School Co-Facilitators and other resources deemed necessary to assist with facilitation of peer group meeting.
- Be present at all peer group meetings. In case of illness or emergency of the Lead Facilitator, Foundation will ensure that the previously identified back-up Lead Facilitator will attend the peer group meeting. If the back-up Lead Facilitator is unavailable the group will be cancelled.
- Coordinate preparation for each peer group meeting with School Co-Facilitator.
- Actively participate during each peer group meeting.
- To a reasonable extent, provide necessary materials for meeting projects.
- Participate with School Co-Facilitator in peer group review and planning in between peer group meetings
- Collaborate with School Co-Facilitator on all aspects of the peer group.
- Complete all necessary paperwork.
- Adhere to all Foundation and Caring Place staff contractual obligations and Program Guidelines.
- Follow the model developed by Foundation for school-based, peer group support.
- Provide all materials needed for peer group activities and projects.
- To a reasonable extent, provide food and beverages for the peer group, if applicable, and not against school policy.
- Be available for consultation with School Co-Facilitator regarding peer group Students.
- Provide appropriate follow up with Students as needed during and at completion of peer group session.
- Participate in debriefing with School Co-Facilitator during and at completion of peer group session.
- Complete a Program evaluation.
- After the end of the initial peer support group program, provide weekly telephone consultation during the first subsequent peer support group facilitated solely by school staff.

## **4. Timelines**

The parties anticipate completing the Program within the six (6) to eight (8) week session. If either party anticipates encountering delays in completing the Program in a timely manner the party shall notify the other party promptly in order for the parties to determine how to proceed.

## **5. Staffing**

School, School Co-Facilitators, and Caring Place Lead Facilitators agree to work together in a professional and cooperative manner for the benefit of the Students and the Program.

Furthermore, the parties agree to comply with the School Policies and Caring Place Guidelines for School-Based Peer Support Groups attached to the Agreement.



**SHALER AREA SCHOOL DISTRICT BOARD OF DIRECTORS  
Resolution in Support of SB180 and HB180 - School Meals for All**

**WHEREAS**, the past few years have highlighted just how much families rely on school meals to keep their children fed; and

**WHEREAS**, offering universal school meals benefits all students and their parents, teachers, and schools; multiple studies show that students with access to free breakfast have improved attendance rates, better attendance in school, improved participation rates, fewer behavioral incidents, lower suspension rates, and better health outcomes; and

**WHEREAS**, since Pennsylvania continued providing one free breakfast daily to all students through the 2022 - 2023 school year, the Shaler Area School District has seen an almost 40% increase in breakfasts served daily as compared to pre-pandemic participation rates; and

**WHEREAS**, universal school meals reduce financial stress and work for students, families, and schools. Parents should not be required to do burdensome paperwork to prove they need free meals, and schools should not be turned into debt collectors when families can't pay; and

**WHEREAS**, if a family with one child in the school district paid to eat breakfast and lunch every day in Shaler Area School District, they would be paying \$16.75-\$18.75 a week, \$596-\$668 a month. With universal school meals, that money is able to be spent on other essentials or spent in the community, thus helping local businesses thrive; and

**WHEREAS**, if the state passed and implemented the Pennsylvania Universal School Meals Act and continued to cover the cost of free breakfast and began covering the cost of free lunch, it would provide much-needed financial relief for families, communities, and school districts. In Shaler Area School District this would look like approximately \$493K at the pre-pandemic date of June 30, 2019, that could be returned to the local economy; and

**WHEREAS**, without legislative action, at the beginning of the 2023-24 school year, once again only students with a family income of 185% of the poverty level or below will qualify for free or reduced school breakfast and lunch. For example, a family of four must be living on \$36,075 or less to be eligible for free school meals. Additionally, because of rising supply chain costs, some schools have been forced to raise meal prices, meaning that families who were paying for meals before will now pay even more; and

**WHEREAS**, distributing and collecting applications for free and reduced-price meals, certifying students for the proper school meals fee categories based on parental income, verifying a subset of applications to comply with federal requirements, and assigning and reporting each meal served to the correct reimbursement category are complex processes that absorb the time of principals and teachers as well as school food service staff, time that could be better spent on education; and

**NOW THEREFORE IT BE RESOLVED** that the Shaler Area School District Board of Education fully supports School Meals for All (SB180 and HB180) so that all kids throughout the state of Pennsylvania can receive the food they need to be successful in school and further work to remove the stigma that has always existed in the school meals program.

**MAY IT BE FURTHER RESOLVED** that the Shaler Area School District Board of Education calls upon our fellow elected officials to support these efforts by passing resolutions at the local level, co-sponsoring legislation at the state level, and advocating for kids across the state to access the healthy food they need during the school day.