

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (the "MOU") is effective this 1st day of August, 2022 between Shaler Area School District ("the District") and the Private Industry Council of Westmoreland/Fayette, Inc. ("PIC"), operating the Pre-K Counts Program.

1. **PREMISES.** District hereby grants a non-exclusive license to PIC use property located at Burchfield Primary, 1500 Burchfield Road, Allison Park, PA 15101; Marzolf Primary, 101 Marzolf Road Extension, PA 15209; Reserve Primary, 2107 Lonsdale Street Pittsburgh, PA 15212 and Scott Primary consisting of space for one classroom with storage area, non-exclusive access to rest rooms, and sufficient off-street parking for PIC's employees, agents and invitees and a playground ("the Premises") at each location. PIC shall use the Premises as a classroom center and related services for children who qualify for its Pre-K Counts services and for storage.

2 **DISTRICT RESPONSIBILITIES.** The District, in supporting the Pre-K Counts Program shall, in addition to the Premises identified above, offer ancillary services, as may be necessary, which may include food service (breakfast and lunch), custodial service (cleaning the Premises and refuse collection) and nurse services (to include basic first aid and, as needed, emergency services). In addition, PIC will have its families complete the free and reduced meal forms, which it will provide to the District and the District will invoice PIC according to the families' eligibility. The District will include Pre-K Counts staff in professional development activities and include Pre-K Counts students in appropriate special programs or school activities, such as musical programs. The District will also invite Pre-K Counts parents to become members of the appropriate Parent Teacher Organizations and accept developmental or other pertinent family & student information for those participating in the Pre-K Counts program. Further, the District will attend all necessary meetings and trainings related to the Pre-K Counts program.

3. **PIC RESPONSIBILITIES.** PIC will, at all times, operate the Pre-K Counts program as a separate and independent program unrelated to the District's operations. As such, PIC will have full financial control and responsibility for the program with no financial contribution or obligation of the District, hire and monitor staff as PIC's employees, being responsible for all tax and insurance requirements, and maintain total classroom functions including equipment, supplies and implementation. PIC will pursue professional development opportunities, and provide student information to the District including developmental records, screening information and other pertinent family & student information. PIC agrees to abide by school applicable District Policies and attend all necessary meetings and trainings related to the Pre-K Counts program.

4. **TERM.** The term of this MOU shall commence on August 1, 2022, and end on June 30, 2023, unless sooner terminated or extended as provided herein (the "Term"). It shall automatically renew for the next academic year upon the same terms and conditions, unless one party sends written notice to the other of its desire to terminate this MOU at least thirty days prior to June, 30, 2023. If such notice to terminate is provided, the MOU shall automatically terminate at the end of the term, unless the parties mutually agree upon new terms at the time of renewal.

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

6. **INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **GENERAL PROVISIONS.**

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

If to District:

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

If to PIC:

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

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

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

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

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

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

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

**SHALER AREA
SCHOOL DISTRICT**

By: _____
Shujuane Martin, CEO/President

By: _____
Sean Aiken, Superintendent

AGREEMENT

THIS agreement made this day 17th day of August, 2022, by and between SHALER AREA SCHOOL DISTRICT, a school district existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 1800 Mt. Royal Blvd. Glenshaw, Pennsylvania (hereinafter referred to as Shaler Area),

A

N

D

SHADY SIDE ACADEMY, a private school existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 423 Fox Chapel Road, Fox Chapel, Pennsylvania, (hereafter referred to as Shady Side).

WHEREAS, Shaler Area has in the past and intends in the future to field Varsity Wrestling Team; and

WHEREAS, Shady Side does not field a Varsity Wrestling team; and

WHEREAS, Shady Side wishes for its students to participate on the Shaler Area Varsity Wrestling team; and

WHEREAS, the parties wish to enter into an Agreement governing each parties responsibility and cost in association with the Shady Side students participating on the Shaler Area Varsity Wrestling Team; and

WHEREAS, the parties wish to petition the Western Pennsylvania Inter Athletic League (WPIAL) for approval of the Shady Side students participating on the Shaler Area Wrestling Team.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby mutually agrees as follows:

1. That for the 2022-23 Winter Boys Varsity Wrestling season, Shady Side students in grades nine through twelve will be permitted to participate and play on the Shaler Area Boys Varsity and Wrestling team. The students must meet all applicable eligibility criteria, including verification of requisite academic achievement, fulfillment of attendance requirements and applicable physical fitness or weight restrictions. Parents of participating students shall be required to provide Shady Side written authorization to disclose to Shaler Area academic, attendance, disciplinary or health information that relates to their student's eligibility to participate in the program.
2. That prior to the Shady Side students' participation on the Shaler Area Varsity Wrestling team approval must be sought and received from the Western Pennsylvania Interscholastic Athletic League (WPIAL) and/or the Pennsylvania Interscholastic Athletic Association (PIAA).

3. That Shaler Area is not responsible to provide transportation for Shady Side participants to the Shaler Area facility for practices and/or home games.
4. That Shaler Area will transport Shady Side participants to away games. Transportation for these away trips will originate from the Shaler Area facility.
5. That all decisions concerning the Team, including the coach, assistant coach and uniforms will be the responsibility of Shaler Area.
6. That Shaler Area will pay all costs associated with the operation of the Varsity Wrestling Program and be reimbursed by Shady Side on a per athlete participation basis, as indicated on the attached sheet.
7. That Shady Side will be responsible to reimburse Shaler Area a pro rata share of the cost based on the number of Shady Side students rostered on the Shaler Area Varsity Wrestling team.
8. The Board of Directors of Shaler Area School District approved this Agreement and authorized its superintendent to execute same on behalf of the District at its regularly scheduled meeting held on the 10th day of August, 2022.
9. The Board of Trustees of the Shady Side Academy approved this Agreement and authorized its Academy President to execute same on behalf of the Academy at its regularly scheduled meeting held on the _____.

WITNESS:

Shaler Area School District

BY: Dr. Sean Aiken

Superintendent

WITNESS:

Shady Side Academy

BY _____

Superintendent

Date: _____

Attached Sheet

PER ATHLETE COSTS:

Example anticipated per wrestler cost

	V/JV Wrestling
General Supplies	\$500
Uniforms	\$500
Coaches Salaries	\$14,790
Total Cost	\$15,790.00
Number of players	22
Cost per player	\$717.73

(The above costs are those effected by number of wrestlers and not those that exist regardless of number.)

SHALER AREA SCHOOL DISTRICT

No: 249

SECTION: PUPILS

BULLYING/CYBERBULLYING

ADOPTED: NOVEMBER 14, 2001

REVISED: DECEMBER 10, 2008; SEPTEMBER 19, 2012, AUGUST 17, 2022

	249. BULLYING/CYBERBULLYING
1. Purpose	<p>The Board is committed to providing a safe, positive learning environment for district students. The Board recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning, and may lead to more serious violence. Therefore, the Board prohibits bullying by district students.</p>
2. Definitions SC 1303.1-A	<p>Bullying means an intentional electronic, written, verbal or physical act, or a series of acts directed at another student or students, which occurs in a school setting that is severe, persistent or pervasive and that has the effect of doing any of the following:</p> <ol style="list-style-type: none">1. Substantially interfering with a student's education.2. Creating a threatening environment.3. Substantially disrupting the orderly operation of the school. Bullying, as defined in this policy, includes cyberbullying.
SC 1303.1-A	<p>Bullying, as defined in this policy, includes cyberbullying.</p> <p>School setting means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.</p>
3. Authority SC 1303.1-A	<p>The Board prohibits all forms of bullying by district students.</p> <p>The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee.</p> <p>Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.</p> <p>The Board directs that verbal and written complaints of bullying shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be bullying under this policy but merits review and possible action under other Board policies.</p>

<p>SC 1302-A, 1303.1-A 20 U.S.C. Sec. 7118 Pol. 236</p>	<p><u>Education</u></p> <p>The district may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.</p> <p><u>Consequences For Violations</u></p> <p>A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:</p> <ol style="list-style-type: none"> 1. Counseling within the school. 2. Parental conference. 3. Loss of school privileges. 4. Transfer to another school building, classroom or school bus. 5. Exclusion from school-sponsored activities. 6. Detention. 7. Suspension. 8. Expulsion. 9. Counseling/Therapy outside of school. 10. Referral to law enforcement officials. <p>References:</p> <p>School Code – 24 P.S. Sec. 1302-A, 1303.1-A</p> <p>State Board of Education Regulations – 22 PA Code Sec. 12.3</p> <p>Every Student Succeeds Act – 20 U.S.C. Sec. 7118</p> <p>Board Policy – 103, 103.1, 113.1, 218, 233, 236</p>
---	---



AIU Transition Memorandum of Understanding

The Allegheny Intermediate Unit Head Start and Pre-K Counts Programs, in partnership with the Trying Together and the United Way of Southwest PA, agree to support best practices in transition to kindergarten with the Shaler Area School District in the **2021-2022 and 2022-2023** school years.

During the **2021-2022** school year, districts plan and implement transition activities that welcome and support children and families to the **2022-2023** school year:

- **2021-2022: Create plan, implement registration events, register students**
- **2022-2023: Welcome new students and families, transition events, report enrollment numbers**


This MOU fulfills the Hi5! and state and federal requirements for kindergarten transition under the Every Student Succeeds Act/Title I. This MOU will be revisited and updated annually.

AIU Best Practice Deliverables Include:

- Hosting and participating in Hi5! Leadership monthly meetings
- Hosting Hi5! Kindergarten Transition Events
- Promoting early and on-time K registration
- Learning about and supporting school transition plans
- Sending pertinent kindergarten information to the receiving schools with parent permission
- Distributing checks to school districts who meet the deliverables

School District Best Practices Deliverables Include:

- The continuation of a school district Transition Team
- The timely signing of this MOU
- The timely submission of a written school district Transition Plan
- Implementation of the Transition Plan
- Promoting early and on-time K registration
- The timely submission of K registration data at three time-points
- Participation in a virtual event throughout the year
- **The communication with your district's Title I rep that the MOU is complete**


Signature and Date of School District Representative (SY 2021-2022, 2022-2023)

Signature and Date of School Board Representative (SY 2021-2022, 2022-2023)

Signature and Date of AIU Representative (SY 2021-2022, 2022-2023)

Revised 12/15/2021

ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT – 2022-2023

ADDENDUM: WATERFRONT LEARNING SERVICES

This Addendum between the Shaler Area School District and the Allegheny Intermediate Unit (“AIU”) is subject to the terms and conditions of the AIU Services Agreement – 2022-2023 (“Agreement”), supplements such Agreement and is made a part thereof.

WITNESSETH:

WHEREAS, the AIU and the School District are parties to the AIU Services Agreement – 2022-2023, effective from July 1, 2022, through June 30, 2023; and

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

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

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

1. **Term.** The term of this Addendum shall commence on the later of July 1, 2022, or the date that both Parties have signed this Addendum and shall continue until June 30, 2023, unless terminated by either party by written notification to the other with at least thirty (30) calendar days’ notice. Upon termination, Waterfront Learning will be entitled to all fees for services performed up to the date of the termination.
2. **Services Provided.** Waterfront Learning will provide the following virtual solutions consistent with the pricing options and packages as defined in the Pricing Document, incorporated herein by reference.
3. **Integrated Services.** Waterfront Learning will provide integrated services for district personnel to design program development, targeted goal setting and program evaluation throughout the year. Deliverables will vary depending on the needs identified

Allegheny Intermediate Unit Services Agreement – 2022-2023
Addendum: Waterfront Learning Services

through the integration and program design processes. Services are defined within the Statement of Work. The School District will be invoiced for the Waterfront Learning services it chooses. The service fee may change during the year based on the services and virtual services requested as defined below:

INTEGRATED STATEMENT OF WORK AND SERVICES FEE

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

Student Enrollment	Student Supports	Communications	Technology Support
<ul style="list-style-type: none"> Assists liaison with the preparation of virtual academy policy and procedures Assists in the bulk enrollment process with technology and virtual academy staff Reviews student enrollment process with the district liaison and supplies relevant support material Assists district in query reports, grade submissions, and closing out final courses 	<ul style="list-style-type: none"> Provides support for technology and virtual academy staff to monitor student attendance, performance, progress and communication data within the district student information system (SIS) Assists in the process for the district to support tiered intervention communications Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students within the platform 	<ul style="list-style-type: none"> Provides ongoing support to liaison through quarterly Waterfront Learning Liaison Meetings Provides district liaison with information regarding PIMS reporting as requested Assists WFL liaison with the coordination of marketing initiatives and materials Coordinates professional development training needs for the educational entity through Implementation Services or district-specific contracted professional development 	<ul style="list-style-type: none"> Provides orientation for new online learning platforms Provides support to districts to guide students not using program-provided equipment (vendor courseware only) Shares information necessary for technology specifications, whitelisting sites, imaging hardware, filtering, and networking Provides support to district staff importing users, courses, and enrollments in courseware systems Acts as a liaison between the district and courseware vendor support for district issues

Allegheny Intermediate Unit Services Agreement – 2022-2023
Addendum: Waterfront Learning Services

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

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

Student Enrollment	Student Supports	Communications	Technology Support
<ul style="list-style-type: none"> Provides support to the district liaison in coordinating the launch of the virtual academy and new student orientation Collaborates on any needed curriculum modifications Assists with SIS training for new district staff Updates enrollments as requested - new student enrollments, course changes, and withdraws Communicates student course information (login, password, course start/end dates, platform URL, teacher, etc.) to liaison Creates new student accounts in the vendor platform – enrolls students into vendor courseware Provides final percentages for schools to report 	<ul style="list-style-type: none"> Provides facilitation of courses with a certified teacher Provides access to student attendance, performance, progress and communication data within the SIS Provides Genius SIS course build and integration Assists in the execution of tiered interventions Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students 	<ul style="list-style-type: none"> Provides ongoing support to liaison through quarterly Waterfront Learning Liaison meetings Provides district liaison with information regarding PIMS reporting as requested Provides marketing support as needed 	<ul style="list-style-type: none"> Provides support to students using program provided equipment (related to hardware, software, connectivity and vendor courseware) Shares information necessary for whitelisting sites, imaging hardware, filtering, and networking Provide support to district staff importing users, courses, and enrollments in courseware systems

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

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

5. **Property Restrictions.** The School District may not resell, rent or lease the service or licensed material or use it in a service provider capacity; or access the service or use the licensed material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

6. **Equipment Transfer and Liability.** Should the School District choose to utilize hardware support from Waterfront Learning, the School District agrees to all Waterfront Learning policies and procedures relating to transfer of possession and return of said equipment. Should equipment not be returned to Waterfront Learning or be returned in an irreparable condition, the School District agrees to accept financial liability for said equipment as defined in the Pricing Document.

7. **Invoices.** Waterfront Learning shall issue invoices to the School District quarterly. If the district does not remit payment within 60 days, Waterfront Learning reserves the right to suspend services and/or to assess interest in accordance with the Agreement until payment in full is received.

8. With respect to Waterfront Learning services, the terms of this Addendum supersede those of the Agreement to the extent such terms conflict.

9. Addendum A of the Agreement, relating to Special Education Services, does not apply to Waterfront Learning services.

Allegheny Intermediate Unit Services Agreement – 2022-2023
Addendum: Waterfront Learning Services

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

ALLEGHENY INTERMEDIATE UNIT

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Date: _____

Shaler Area School District

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Date: _____