

Memorandum of Understanding

Crisis Center North and Shaler School District School-Based Counseling Service Collaborative for students involved directly/indirectly with dating/domestic violence

This document will serve as a Memorandum of Understanding between Crisis Center North (CCN) and Shaler School District, for the timeframe of the entirety of the 2022-2023 school year. As such, this document identifies the roles and responsibilities of each participant organization in the implementation of the School-Based Counseling Collaborative.

I. CCN agrees to manage and provide School-Based Counseling Services for Shaler students involved directly/indirectly with dating/domestic violence. This project will be managed in accordance with the Pennsylvania Coalition Against Domestic Violence (PCADV) and Victims of Crime Act (VOCA) guidelines for the administration of domestic violence programs and victim service provision. CCN will also provide:

A. Administrative Support:

1. CCN's Assistant Director, or appointed organizational delegate, will:
 - a. Review and approve all changes to existing CCN policies and procedures for the project
 - b. Complete and/or oversee CCN administrative and supervisory responsibilities as they relate to the project
2. CCN's Executive Director
 - c. Serve as the sole point of contact, with regard to contractual matters with funders, as per funder guidelines
3. CCN's fiscal Director will:
 - d. Maintain financial records
 - e. Complete Fiscal reports to funders
 - f. Prepare payroll and project-related expense payments
 - g. Maintain professional liability insurance coverage

B. CCN Counselor will:

1. Provide consultation on the impact of domestic violence and dating violence on youth under 18 and their families
2. Accept referrals for service from Shaler counselors and SAP team members of students impacted or experiencing dating/domestic violence, bullying, and/or related issue
3. Facilitate individual counseling sessions with a focus on safety and empowerment and offer other CCN resources if client qualifies.
4. Create safety plans with students at risk
5. Provide opportunity for collaborative service with non-offending parent or guardian

- C. CCN shall defend, indemnify, and hold Shaler and its directors, officers, employees, agents, and representatives ("indemnitees") harmless from and against any and all claims, demands, cause of action, damages, judgements, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") which arise out of or are related to CCN's performance under this Agreement including without limitation losses that arise out of or result from the negligent acts or omissions of CCN or any employee of CCN; provided in each case that Shaler shall give prompt notice, cooperation, and assistance to CCN relative to any such claim or suit, and provided further in each case that Shaler shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).
- D. CCN agrees that it will not disclose or make available any Confidential Information of Shaler to any person or entity, nor shall CCN cause to be made, or permit or allow, either on its own behalf or others, any use of such Confidential Information other than for the provision of Services hereunder.
- E. CCN shall procure and maintain professional liability insurance with limits acceptable to Shaler. CCN shall provide Shaler with certificates of insurance evidencing such coverage. Such certificates shall provide for thirty (30) days prior written notice to Shaler in the event of cancellation, non-renewal, or any material change in coverage.
- F. The rights and obligations of either party hereunder shall not be assigned without the prior written consent of the other party.

By:

Grace A. Coleman

Grace Coleman
 Executive Director,
 Crisis Center North
 Date: 8/23/2022

By:

Administrator Signature:

Printed Name:

Administrator title:

Date: _____

**ARTICLE OF AGREEMENT BETWEEN THE SHALER AREA SCHOOL DISTRICT and
CRISIS CENTER NORTH**

This Article of Agreement is made this 23rd day of August 2022, by and between Crisis Center North and the Shaler Area School District located at 1800 Mount Royal Boulevard, Glenshaw, Pennsylvania, hereinafter referred to as the **SCHOOL DISTRICT**,

AND

CRISIS CENTER NORTH of Pittsburgh, Pennsylvania, hereinafter referred to as the **CONSULTANT** for services rendered relating to prevention education and individual school-based counseling programs.

SECTION I - NATURE OF WORK

The **CONSULTANT** will provide prevention education programs on behalf of the **SCHOOL DISTRICT** with respect to matters relating to educating students regarding healthy relationships; how to keep themselves safe; and whom to contact for help. These instructional topics are delivered through the following programs: Coaching Boys Into Men (CBIM), Challenging Athletes to Become Lifelong Leaders, Developing Healthy Relationships with Ourselves and Others (DHROO), Peer-to-Peer Empowerment (PPE), and Writing Introspectively Together Helps Youth Overcome and Understand (WITH YOU). The **CONSULTANT** will also provide school-based counseling services to youth impacted directly or indirectly with dating/domestic violence (services outlined in separate MOU).

SECTION II - TIME DEVOTED TO WORK

The **CONSULTANT** will provide a minimum of thirty programs of service, during the school year. The days will be scheduled to best meet the needs of the **SCHOOL DISTRICT**, the services being offered, and the availability of the **CONSULTANT**. The schedule will be adjusted and agreed upon by both parties monthly.

SECTION III - PAYMENT

The **SCHOOL DISTRICT** agrees to pay the **CONSULTANT** a commitment fee established at a rate of \$1,000 per school year as billed by the **CONSULTANT** for services above in Section I of the MOU rendered to the **SCHOOL DISTRICT**. The **SCHOOL DISTRICT** will be sent an assessment by September 1 with payment from the **SCHOOL DISTRICT** due on October 1 of the current school year.

SECTION IV - STATUS OF CONSULTANT

This Article of Agreement calls for the services of the **CONSULTANT** as an independent consultant and any employees or volunteers of the **CONSULTANT** shall not be considered employees of the **SCHOOL DISTRICT** for any purpose. The **SCHOOL DISTRICT** shall not be responsible for payroll deductions, withholding taxes, unemployment compensation taxes, Social Security, or Medicare on any payments made to the **CONSULTANT**. The parties to this Article of Agreement understand and agree that the **SCHOOL DISTRICT** is not providing any life or health insurance benefits or Workers' Compensation coverage. The employees or volunteers of the **CONSULTANT** will not earn any paid holidays, vacation, or sick days to be paid by the **SCHOOL DISTRICT**.

SECTION V - MISCELLANEOUS

This Article of Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and shall extend to and be binding upon the legal representatives, successors, and assigns of the respective parties hereto, and contains the entire agreement and understanding of the parties.

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

By:



Grace Coleman

Date: 8/23/2022

Executive Director
Crisis Center North

By:

Print name here:

Date:

Title:
Shaler Area School District

**Memorandum of Understanding
Between Shaler Area School District
And
Pittsburgh Mercy School-Based Outpatient Program**

The purpose of this Memorandum of Understanding between the Shaler Area School District (hereinafter referred to as “the District”) and Pittsburgh Mercy School-Based Outpatient Program (hereinafter referred to as “the Provider”) is to describe the responsibilities of each party in the development, implementation, and operation of the School-Based Mental Health Outpatient Services. The purpose of these services is to:

- Improve accessibility; provide opportunity to timely access to mental health services and treatment.
- Engage students and family members in mental health services offered by qualified clinical staff.
- Promote effective collaboration by interfacing with identified school pupil service professionals to improve student success when there is written consent to permit exchange of client information.
- Maintain workforce productivity and improve school performance by reducing travel time, parents miss less work to take their child to an appointment, and by minimizing absences.
- Reduce and prevent suicidal ideation, behaviors and/or violence against others among school-age children by early identification and intervention.
- To provide outpatient mental health assessments for students that wish to being outpatient mental health treatment. Outpatient mental health treatment including individual therapy, family therapy and/or group therapy on school premises to identified students and bill such services to a third party (the student’s insurance).

NOW THEREFORE, The Provider and District agree as follows:

I. The Provider agrees:

- A. To maintain Outpatient Mental Health Licensure, with the District designated as a satellite site.
- B. To hire and employ qualified Mental Health/Behavioral Health Professional staff, hereinafter referred to as Therapists (having a master’s degree in the social sciences, plus mental health/behavioral health counseling experience) who are the sole employees of the Provider and have no employment relationship of any kind with the District.

- C. That the Providers will accept referrals from the District staff for assessment, treatment planning, and if appropriate for School Based Outpatient Level of care will provide on-going counseling/skill building services to be provided at the District assigned facility.
- If referral is not appropriate for School Based Outpatient level of care the provider will notify the referral source so that appropriate referrals can be made. Some examples include, but are not limited to, truancy, needing a higher level of care, high level of trauma therapy, intensive family therapy, or lack of family engagement.
 - If insurance is not able to be accepted this will be communicated to the referral source so that appropriate referrals can be made.
- D. That the Therapists will build their caseloads to the schools assigned within the district as appropriate referrals are received. The capacity in each school is dependent on need, the number of days per week a therapist is in a specific school, frequency/duration of therapy sessions as clinically determined by the therapist, and on the severity of the mental health/behavioral health symptoms of the students.
- If the caseload at the school increases, the Provider and the school will assess the need for an additional staff or additional days on site as appropriate and available.
 - If a therapist vacancy should become available the school based provider will remain in ongoing communication about the hiring and staffing process with the school.
- E. That the Therapists will be capable of providing the following services: (actual services provided will be based upon the needs of the individual student referred to the Therapist)
- Intake and assessment of a student's mental and behavioral health symptoms/problems, including a suicide screener;
 - Enrollment of a student in the Provider's electronic health record (EHR). All student EHRs are the exclusive property of the Provider and information from a student's EHR can only be released to the District with proper authorization;
 - Treatment plan formation;
 - Provision of individual, group and/or family counseling;
 - Provision of focused skill-building services for individuals/families, to include reducing maladaptive behaviors, and teaching improved social skills and coping strategies;
 - Attempt to obtain parental consent for Therapists to communicate with District designated staff;
 - Consultation and/or training opportunities for District designated staff at a contracted rate.

F. Make necessary referrals to psychiatrists, primary care physicians or other provider organizations as needed.

F. Insurance

- If a student does not have insurance the Provider will offer resources to the family to secure coverage per agency policy.
- In the event of an insurance lapse the provider will contact the family to discuss resources to reinstate insurance.
 - If the family is unable to obtain insurance the Provider will discuss resources to reinstate insurance, other payment options, treatment status, etc.
 - If no resolution is made per the Provider policy the student may be discharged from services. The provider will notify the student, family and School Personnel.

G. Discharge and Transition Planning:

- School Based Outpatient is a voluntary service and students/families can choose to end services at any time. In the event a student/family withdraws from services, the therapist will work with student to make appropriate referrals.
- When Mental Health/Behavioral Health symptoms improve students can make a successful discharge from School Based Outpatient Services. Therapist will provide resources to the student in the event they wish to seek services in the future.
- Should the student/family refuse and/or disengage from services the Provider will follow policy to take any necessary steps for discharge/transition planning.

I. To cover the Therapists and their services under its general liability/malpractice insurance policy.

J. That the Therapists will respect and adhere to District procedures (i.e. entrance and egress policies, operating hours, adherence to school rules, including participation in emergency drills, etc.).

II. The District agrees:

A. To assist the Provider in the development of policies/procedures specific to the delivery of services in a school setting (i.e. entrance and egress policies, ID badges, operating hours, adherence to school rules, including participation in emergency drills).

B. To provide appropriate office space, that was approved by the county and state, for

each Therapist that allows for privacy where the Therapist can meet with referred students, their families, and school personnel in a manner that insures confidentiality of the information exchanged. This private space will be equipped in a manner that supports the use of a landline phone and a laptop computer (with access to the internet).

- If, at any time, there is need to change the primary/secondary therapy room another state walkthrough must be completed to obtain approval for the space. The provider cannot provide therapy services if we are not in our approved space.
 - The District is responsible to be sure that the space and equipment shall be well maintained and must meet applicable Federal, State and local requirements for safety, fire, accessibility and health.
- C. To submit a referral according to the Provider policy, for assessment for mental health services.
- a. The referral at a minimum shall identify the rationale for the assessment and contact information for the family.
- D. To excuse students from class in order to attend therapy appointments.
- E. To create a system that allows school personnel to communicate, collaborate and coordinate care with the therapists in instances when a proper release of information is in place.
- F. To promote education on mental health issues for students and staff.
- G. To allow the Therapist to attend appropriate District orientation, training, and meetings so that the Therapist can become familiar with the District's cultural and behavioral approach to managing students with problem behaviors and approach to fostering a positive facility climate.
- H. To give the Therapist access to copying equipment for their use to copy documents needed for their records and to reproduce any materials utilized with the students and families served, or for consultation and training of District staff.

III. Crisis Response

- Provider Responsibility
 - It is important to know that School Based Outpatient Therapist is not a crisis response staff.
 - School Based Therapists are unable to provide any response to crisis

situations for students not enrolled in their service.

- School Based Outpatient Therapist will follow the Provider protocol if a crisis occurs within a therapy session. If there is a crisis during the therapy session the School Based Outpatient Therapist will notify School Personnel as appropriate.
- District Responsibility
 - For student crises (i.e. suicidality, homicidality, reports of abuse/neglect, etc.) that occur outside of therapy sessions School Personnel will follow District protocols.
 - For students enrolled in School Based therapy, School staff will inform Therapist upon resolution of the crisis.

IV. Conflict Resolution

V. The District and the Provider mutually agree:

- A. That the Term of this MOU shall be from August 21, 2022 through June 3, 2023, unless this MOU is mutually amended to modify the Term.
- B. That the success of this service requires clear communication and solid collaboration, with an appropriate flow of referrals that promotes student access and supports the needed capacity of each therapist, making it a viable service within each school.
 - Communication regarding referrals should go through the following people at the provider and school district.
Provider Pittsburgh Mercy Number: 412-323-8026
School District _____ Number: _____
 - Communication regarding ongoing treatment collaboration should go through the following people at the provider and school district.
Provider Pittsburgh Mercy Number: 412-323-8026
School District _____ Number: _____
- C. To the extent permitted under the laws of the State of PA to mutually indemnify and hold harmless the other organization, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees, and costs related to the investigation or any such claim, action or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the nonperformance or the negligent performance of other party's obligations under this MOU.
- D. This MOU may be amended in writing at any time by mutual agreement of the parties to this MOU. Mutual assessment and evaluation of services shall occur during the period of this MOU, and shall form a basis for decisions regarding continuation and/or revision of MOU services. District and Provider agree to meet with appropriate personnel and

review the terms of this agreement ongoing to ensure that such terms are being met, recipients are being appropriately identified and planned for in a timely manner and that conflict resolution is occurring as needed.

NOW, THEREFORE, THE PARTIES TO THIS MOU DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:

School District:

Superintendent/Designee

Witness

Date

Provider Agency

Outpatient Director

Witness

Date



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

THIS AGREEMENT is entered into this the 1st day of July 2022 between Shaler School District (hereinafter "District") office at 1800 Mt. Royal Boulevard, Glenshaw, PA 15116, Phone #412-492-1200 and Wesley Family Services (hereinafter "WFS") at 615 Alpha Drive, Pittsburgh, PA 15238.

RECITALS

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

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

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

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

ARTICLE I. SCOPE OF SERVICES

1.1 Services Provided.

Child/Adolescent Partial Hospital Program (PHP): Services will include Group Therapy, Individual Therapy, Family Therapy, Milieu Therapy, Classroom Behavioral Interventions and Psychiatric services such as evaluation and medication management.

1.2 Population Served.

School districts students referred for treatment to WFS Child/Adolescent Partial Hospital Program

ARTICLE II. CONFLICT RESOLUTION

A "conflict" under Article II is hereby defined as any issue that arises relating to the quality of level of service provided hereunder, including but not limited to response time, but which falls short of constituting a material breach of the Agreement. WFS and District agree to engage in conflict resolution activities that will minimize interference with service delivery.

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

ARTICLE III. SERVICE AGREEMENT REVIEW

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

ARTICLE IV. REMUNERATION

District shall pay WFS \$29.00 per hour for six (6) hours per day for provision of services specified in Article I, Scope of Services **for students without Medical Assistance**. While provision is made for monthly invoicing and reimbursement based on hours of service rendered, WFS will not be reimbursed for any amount greater than \$174.00 per day/per student in a twelve (12) month period from the start of the Agreement.

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

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

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

ARTICLE V. TERM AND TERMINATION

- 6.1 Term. The term of this Agreement shall commence on 7/1/2022 and expire on 6/30/2023.
- 6.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- 6.3 Effect of Termination. In the event of termination, upon the effective date of termination for this Agreement, neither party shall have any further rights or obligations hereunder except for those rights and obligations that survive termination of this agreement, or arise as a result of any breach of this Agreement or related to indemnification.

ARTICLE VI. GENERAL PROVISIONS

- 7.1 Independent District Status. It is acknowledged and agreed that the relationship created by this agreement is one of Independent contractor and not an employment relationship. WFS is responsible for the payment of all applicable expenses and taxes, including, but not limited to federal and state income taxes, FICA, FUTA, state unemployment compensation taxes and fees for workers' compensation coverage. Because WFS staff are not full-time or part-time employees of District, WFS acknowledges that WFS staff are not entitled to any benefits paid by District to its employees, including but not limited to, vacation pay, holiday pay, health insurance, unemployment compensation insurance and workers' compensation insurance.
 - a. WFS shall have exclusive control over the details, manner and method by which it completes its duties under this Agreement.
 - b. As an independent contractor, WFS may with the approval of the District, retain subcontractors to assist it in completing the services required of WFS pursuant to this Agreement. District is interested only in the result to be accomplished by WFS

and shall have no right to control the manner or determine the method by which such services are provided.

- c. Because WFS makes the consulting services available to the general public, WFS is permitted to provide services to any number of other facilities or businesses unrelated to District.
- d. WFS shall not have any authority to act on or on behalf of, or to bind District in any manner except as expressly authorized in writing in advance by District.

7.2 WFS Representations. WFS warrants and represents now and throughout the life of this Agreement, relative to the Child/Adolescent Partial Hospital Program (PHP), that:

- a. **Licensure:** WFS is duly authorized and licensed as a Provider of Mental Health Treatment by the Commonwealth of Pennsylvania. A copy of the license is to be included with the signed contract and submitted upon re-licensure biannual (if applicable).
- b. **Special Training:** WFS maintains that specialized training in Child/Adolescent Therapy has been obtained and documentation of this is attached to the signed contract (if applicable). Copies of undergraduate and graduate degree diplomas and post graduate training certificates are on file in WFS' Human Resource Department and will be made available upon request.
- c. **Child Abuse/Criminal Background Checks:** WFS maintains that there have been no child abuse or child neglect charges made against any of the WFS staff and copies of child abuse, criminal background and FBI checks are on file in our Human Resources Department and will be made available upon request.
- d. **Disbarment/Sanctions:** WFS maintains that WFS staff associated with this Agreement have not been disbarred in the Commonwealth of Pennsylvania or any other state. WFS maintains that the agency and its staff do not have any professional sanctions imposed upon them in the Commonwealth of Pennsylvania or any other state. Please see also Section 7.3: Exclusion Lists below.
- e. **Liability and Risk Management.**
 - 1) **Insurance Coverage:** WFS will carry Professional Liability Insurance for the duration of this Agreement with not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate annually.
 - 2) **Insurance Rating:** The above-specified insurance shall be obtained from companies that have at least an "A" rating in Best's Guide or the equivalent.
 - 3) **WFS Indemnification:** WFS shall indemnify and hold harmless District against any claims, liabilities, damages, and expenses, incurred by WFS in defending or compromising actions brought against the District arising out of or related to the acts or omissions of WFS or its employees in connection with the operation of WFS.
 - 4) **Survival of Indemnification:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this Agreement.
 - 5) **Notice of Lawsuit:** Within sixty (60) days of service of process, the District shall notify WFS of any lawsuit or claim involving the indemnification provided for above. Failure to provide such notice shall not relieve WFS of its obligation to provide indemnification. However, the District's sole

responsibility shall be for any additional costs of defense incurred due to its failure to provide such notice within sixty (60) days.

- 6) **Choice of Legal Counsel:** WFS retains the right to choose legal counsel in all matters for which WFS is providing indemnification.
- 7) **Accreditation:** Family Services of Western PA and Wesley Family Services, member organization of WFS, are currently accredited by the Council on Accreditation.

7.3 **Exclusion Lists.** WFS conducts a monthly review each month to confirm that neither individual, organization, nor any employees paid with the above funds (whether directly or indirectly) are not excluded from participation in federal programs. The following websites are to be reviewed:

- 1) The Pennsylvania Medichex list maintained by the PA Department of Public Welfare. <http://www.dpw.state.pa.us/publications/medichexsearch/index.htm>
- 2) List of Excluded Individuals/Entities (LEIE): database maintained by HHSOIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. <http://oig.hhs.gov/fraud/exclusions.asp>.
- 3) System for Award Management (SAM): database maintained by the Federal government that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: <https://www.sam.gov/>.

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

7.4 **Discrimination.** WFS shall comply with all applicable rules and regulations with respect to prohibition against discrimination because of sex, handicap or disability, color, race, age, national origin and religious creed, as prohibited more specifically by inter alia Pennsylvania Human Relations Act, Title VI and VII of Civil rights Act of 1964, title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) P.L. 101-336, Age Discrimination in Employment Act and Section 504 of the Rehabilitation Act of 1973. The District will also assure that they comply with the American's with Disabilities Act (ADA) P.L. 101-336 (if applicable), having removed barriers to access or made appropriate accommodations for consumers and staff as necessary.

7.5 **Compliance with Law.** Each party agrees to comply with all applicable state and federal laws.

7.6 **Confidentiality**

a. **Consumers**

WFS shall require agents, servants and employees to ensure that persons counseled, treated, rehabilitated or otherwise served are secure in the confidentiality of their records, names and identities except as law requires disclosure. WFS will follow all State and Federal law and regulations in regard to confidentiality including but not limited to:

MH Treatment records	50 P.S. § 7111
Mental Health Manual	55 Pa. Code § 5100.31-39,
Licensed Psychologist	42 PA.C.S.A. § 5944
Mental Retardation Manual	55 Pa. Code § 6400.211-218,

State Drug Abuse and Alcohol	71 P.S. § 1690.104, 1690.108 (c)1690.112
Federal Drug Abuse	42 CFR Part 2, §2.22-13, 2.31-5, 2.51-3
Child Abuse Reports	11 P.S. §2215
Adoption	11 P.S. §2505, 23 Pa. C.S.A. §2905
HIV-Related Information	35 P.S. §7601
Older Adult Protective Services	35 P.S. §10225.101
Health Insurance Portability and Accountability (HIPAA)	42 C.F.R., Parts 160 and 164
HiTech Act of 2009	

as the same may be amended from time to time.

b. Other Confidential/Technical Information

From time to time, District may provide its own confidential business and technical information to WFS in connection with the work to be performed by WFS hereunder. In addition, the preparation and specifications of the work product shall, in all instances, be treated as confidential and proprietary, unless and until disclosed publicly by District. WFS is prohibited from making any use or disclosure of District's confidential information except as necessary to perform work hereunder.

- 7.7 Decrease in Funding. This agreement may be terminated with sixty (60) days written notice of termination if funds available to WFS' programs are reduced to an amount that is equal to or less than sixty percent (60%) of such funds as were granted to WFS during its preceding fiscal year.
- 7.8 Entire Agreement: Modification. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.
- 7.9 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with applicable laws of the Commonwealth of Pennsylvania *without regard to* the principles or provisions of conflicts of laws. Any action brought under this Agreement shall be brought in Pittsburgh, Pennsylvania.
- 7.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 7.11 Partial Invalidation. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this agreement in full force and effect.
- 7.12 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to Provider: Shaler School District
1800 Mt. Royal Boulevard
Glenshaw, PA 15116
Attention: Sean Aiken, Special Education

If to WFS: Wesley High School
5250 Caste Drive
Pittsburgh, PA 15236
Attention: Lee Pasquale-Bain

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

- 7.13 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 7.14 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 7.15 Assignment; Binding Effect. WFS shall not assign or transfer, in whole or-in part, this Agreement or any of WFS' rights, duties or obligations under this Agreement without the prior written consent of District and any assignment or transfer by WFS without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon WFS hereto and their respective heirs, representatives, successors and permitted assigns.

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

Signatories:

For:
Wesley Family Services

For:
Shaler School District

Signature

Signature

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

Name _____
Title _____

Date

Date

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. <p>Bullying, as defined in this policy, includes cyberbullying.</p>
SC 1303.1-A	<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>

SC 1302-A, 1303.1-
A 20 U.S.C. Sec.
7118 Pol. 236

Education

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.

SC 1303.1-A Pol.
218, 233

Consequences For Violations

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:

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.

References:

School Code – 24 P.S. Sec. 1302-A, 1303.1-A

State Board of Education Regulations – 22 PA Code Sec. 12.3

Every Student Succeeds Act – 20 U.S.C. Sec. 7118

Board Policy – 103, 103.1, 113.1, 218, 233, 236

OUT OF STATE / OVERNIGHT TRIPS

SHALER AREA HIGH SCHOOL

Group Girls Volleyball Date Submitted 8-30-22
Sponsor(s) Annie Bozzo, Nicole Pilewski Phone Ext. 3698
Destination State College, PA
Date(s) of Trip 10/7/22 - 10/8/22

Purpose of Trip:



The girls volleyball team will compete in a high-level tournament against some of the best competition in the state.

Costs:

Method of Fundraising:

Number of Teacher Substitutes Needed 1
Number of Days for each Substitute 1/2

APPROVAL

<u>YES</u>	<u>NO</u>		<u>Signature</u>	<u>Date</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Activities/Athletics Director		<u>8/30/22</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Principal		<u>8/31/22</u>
<input type="checkbox"/>	<input type="checkbox"/>	Superintendent	_____	_____

OUT OF STATE / OVERNIGHT TRIPS

SHALER AREA HIGH SCHOOL

Group AP European History Classes ²⁰⁻²¹₂₁₋₂₂₂₂₋₂₃ Date Submitted 9/8/22

Sponsor(s) Mindy Thiel Phone Ext. 1531

Destination United States Holocaust History Museum in Washington, DC

Date(s) of Trip 11/7/22

Purpose of Trip: AP Euro students will tour the United States Holocaust History Museum followed by a walking tour of the DC monuments & memorials

Costs: Bus ~\$65
Breakfast, lunch, dinner ~\$45 } \$110 per student

Method of Fundraising: None, but hoping to secure a transportation grant to help reduce the bus cost for each student

Number of Teacher Substitutes Needed 3 Museum suggests a 1:10 teacher: student ratio

Number of Days for each Substitute 1

APPROVAL

<u>YES</u>	<u>NO</u>	<u>Signature</u>	<u>Date</u>
_____	_____	<u>requester</u>	<u>9-8-22</u>
<u>/</u>	_____	<u>TK</u>	<u>9-8-22</u>
_____	_____	_____	_____