



WESTERN
PENNSYLVANIA
**SCHOOL
FOR BLIND
CHILDREN**

201 North Bellefield Avenue
Pittsburgh, Pennsylvania
15213-1499
(412) 621-0100
(412) 681-1736 Fax
www.wpsbc.org

OUTREACH PROGRAM
Beth Ramella, Program Director
ramellab@wpsbc.org
(412) 621-0100 Ext. 379
(412) 621-2181 Fax

OUTREACH SERVICES CONTRACT AGREEMENT

THIS AGREEMENT, made this 20th day of July, 2018 by and between **THE WESTERN PENNSYLVANIA SCHOOL FOR BLIND CHILDREN (“WPSBC”) AND SHALER AREA SCHOOL DISTRICT.**

WHEREAS, The Western Pennsylvania School for Blind Children Outreach Program desires to provide vision services for student(s) served by Shaler Area School District.

THEREFORE, in consideration of the promises contained herein and intending to be mutually bound, the parties agree as follows:

I. SERVICES.

- A. WPSBC will provide vision services as described in Exhibit A, attached hereto, (“the Services”) based on the contracted number of hours per week – up to five (5) hours per week. This contract may increase or decrease should student services warrant – based on student need. These service changes would be made with the approval of the Director of Special Education and the educational team. WPSBC will bill for all materials preparation, braille or large print preparation, meeting and paperwork time. Additionally, any student specific purchases will be approved by and billed back to the district. Scheduling the Services for Shaler Area School District student(s) will be made in consultation with the LEA and WPSBC to facilitate mutually agreeable units and times; however, ultimately scheduled services will be determined by WPSBC based on staffing availability.
- B. Qualifications of Personnel. The WPSBC will utilize registered and/or licensed professionals, who will hold a current license, registration or certification to practice in the Commonwealth of Pennsylvania.
- C. Personnel Records Inspection. The WPSBC will make available for inspection, upon the request Shaler Area School District, the personnel files of its professionals who are providing services for Shaler Area School District students. The contents of such file may include some or all of the following items:
 - 1. Verification of current licensure or certification as applicable
 - 2. Completed application for employment or resume
 - 3. Verified references
 - 4. Evidence of annual performance evaluation
 - 5. A criminal record check, conducted upon hire, if required by state law
 - 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.

Mission Statement

The Mission of the Western Pennsylvania School for Blind Children is to be a leading educational facility and Outreach provider. The School offers a full range of exceptional individualized special education services fostering maximum independence for students with visual impairment, including blindness and other challenges, and provides support and resources to families and the community.

D. Clearances. All WPSBC staff members and independent consultants who may be assigned to work with Shaler Area School District students have met the applicable standards regarding hiring and the completion of background checks and clearances mandated by the Pennsylvania School Code and the Pennsylvania Department of Education.

E. Student Records. The WPSBC agrees to provide Shaler Area School District with copies of all Shaler Area School District students' records. Shaler Area School District shall receive written notice of any meetings convened by the WPSBC to review and discuss Shaler Area School District student's progress during the school year and Shaler Area School District shall attend all such meetings. The WPSBC shall Shaler Area School District with quarterly progress updates regarding each Shaler Area School District student.

- II. **INDEPENDENT CONTRACTOR RELATIONSHIP.** WPSBC and Shaler Area School District agree that neither party to this Agreement shall be construed to be the employee, employer, agent or representative of the other, nor will either party have an expressed or implied right of authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party.
- III. **COMPENSATION.** Subject to the terms of this Agreement, WPSBC shall be paid the sum of Ninety-Six Dollars (\$96.00) per hour for all services provided during the term of this Agreement. Additionally, WPSBC shall provide at no charge on-site supervision not to exceed one time per semester during the term of this Agreement. WPSBC shall submit a billing statement monthly to Shaler Area School District for the services rendered. Shaler Area School District will reimburse for services rendered within forty-five (45) days of billing.
- IV. **TERM.** This Agreement shall be effective as of the date of execution hereof by the parties beginning on August 27, 2018 and shall continue until June 12, 2019.
- V. **TERMINATION OF THE AGREEMENT.** Either party may terminate this agreement upon sixty (60) days written notice to the other party.
- VI. **COMPLIANCE WITH LAWS AND REGULATIONS.** WPSBC staff shall provide services in compliance with all applicable statutes, ordinances, rules, orders, regulations, permits, and requirements of federal, state, municipal governments and administrative bodies, as well as the parties' applicable board policies.
- VII. **CONFIDENTIAL INFORMATION.** Without the prior consent of Shaler Area School District, WPSBC staff shall not, directly or indirectly, during the term of this Agreement and after its termination, divulge to any person, or use for their own benefit, any confidential information concerning the business, affairs, and clients of Shaler Area School District acquired by them during the performance of the duties hereunder.
- VIII. **INSURANCE.** WPSBC staff shall at all times maintain professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00). WPSBC affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance in amounts recognized as customary within the ordinary scope of its business.
- IX. **MUTUAL RELEASE FROM LIABILITY.**

- A. Except as otherwise provided in this Agreement, Shaler Area School District, on behalf of itself, its agents, employees, directors, officers, affiliates, consultants, and/or contractors hereby releases WPSBC and its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and WPSBC hereby releases Shaler Area School District from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever during the performance and execution of this Agreement.
- B. It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

X. **GOVERNING LAW AND VENUE.** Disputes under this agreement shall be resolved pursuant to the laws of the Commonwealth of Pennsylvania in the courts of Allegheny County.

XI. **MODIFICATION.**

- A. This Agreement constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties.
- B. The parties specifically agree that any modifications to this Agreement must be separately negotiated and in writing, signed by both parties.

XII. **NOTICES.** All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the WPSBC as follows:

Contact Name:	<u>Susan McAleer, Chief Financial Officer</u>	
Address:	<u>201 North Bellefield Avenue, Pittsburgh, PA 15213-1499</u>	
Phone:	<u>(412) 621-0100</u>	Fax: <u>(412) 681-1736</u>
Email:	<u>mcaleers@wpsbc.org</u>	

With a copy to WPSBC's counsel:

Alan Shuckrow, Esq.
Strassburger McKenna Gutnick & Gefsky
Four Gateway Center, Suite 2200
444 Liberty Avenue
Pittsburgh, PA 15222
Phone: (412) 281-5423

Fax: (412) 281-8264
Email: ashuckrow@smggglaw.com

All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to Shaler Area School District as follows:

Kathleen Graczyk, Director of Student Services

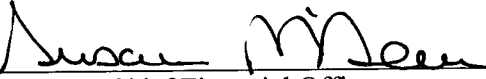
Contact Name: _____

Address: Shaler Area School District
1800 Mt. Royal Blvd.
Glenshaw, PA 15116
412 492-1200 x 2815

Phone: _____ Fax: _____

Email: graczykk@sasd.k12.pa.us

By signing below, each person represents he/she has the authority to execute this Agreement on behalf of their respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.



Susan McAleer, Chief Financial Officer
Western PA School for Blind Children

7/23/18
Date

Kathleen Graczyk, Director of Student Services
Shaler Area School District

Date

Appendix A

The Western PA School for Blind Children will provide a certified Teacher of the Visually Impaired and/or a Certified Orientation and Mobility Specialist. Teacher of the Visually Impaired and Orientation and Mobility services may include performing or facilitating necessary evaluations (functional vision evaluation, learning media assessments, technology, expanded core curriculum and orientation and mobility). These assessments will aid in the development of IFSP/IEP decisions and will determine the frequency and duration of direct service. The TVI/COMS will consult and work collaboratively with the parents, district personnel and/or educational team and will maintain ongoing communication with all parties involved with the student's education.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between Emergency Preparedness Associates, LLC d/b/a OneStar having an address at 8735 Delaware Avenue, North Huntingdon, PA 15642 (hereinafter "OneStar") and the Shaler Area School District, having an address at 1800 Mt. Royal Blvd., Glenshaw, PA 15116 (hereinafter the "District") with regard to the performance by OneStar of the services contemplated herein.

RECITALS

WHEREAS, the District desires to obtain the services of OneStar; and

WHEREAS, OneStar possesses the necessary expertise and experience to provide such services for the District;

THEREFORE, the District and OneStar hereby agree to the following terms, obligations and conditions:

- 1. Description of Services.** OneStar agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the products identified in Exhibit A of this Agreement (the "Services"), attached hereto and incorporated by reference herein, to the District. OneStar agrees to perform the Services to the satisfaction of the District during the term of this Agreement.
- 2. Payment.** In full consideration for the Services performed by OneStar under this Agreement, the District shall pay or cause to be paid to OneStar the amounts listed in Exhibit B of this Agreement (the "Fees"), attached hereto and incorporated by reference herein. The Fees shall be payable by the District to OneStar within thirty (30) days of receipt by the District of an invoice from OneStar and upon verification that the Services have been completed in a satisfactory manner. OneStar agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the District will not deduct such taxes from any payments to OneStar hereunder, unless required by law.
- 3. Term.** This Agreement shall begin on September 1, 2018 and shall end upon the earlier of June 30, 2019, or upon completion of the Services identified in Exhibit A of this Agreement. This term may be modified by written agreement of both parties.
- 4. Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the District or non-written information and data disclosed by the District that is identified at the time of disclosure to OneStar as confidential and is reduced to writing and transmitted to OneStar within thirty (30) days of such non-written disclosure. OneStar agrees to use the same degree of care it uses to protect its own confidential information and to maintain the Confidential Information in strict confidence. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by OneStar, or that is hereafter supplied to OneStar by a third party without restriction.

5. Termination. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days prior written notice to the other party. Upon any termination, the District shall promptly pay OneStar for all services rendered up to and including the effective date of termination.

6. Representations and Warranties. OneStar represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. OneStar agrees to indemnify and hold the District and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that the District and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services.

7. Independent Contractor. OneStar is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. OneStar is not the District's agent or representative and has no authority to bind or commit the District to any agreements or other obligations.

8. Mutual Accountability. To the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

9. Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To OneStar:

Mr. Gene Komondor
8735 Delaware Avenue
North Huntingdon, PA 15642

To the District:

Shaler Area School District
1800 Mt. Royal Blvd.
Glenshaw, PA 15116
ATTN: Dr. Bryan O'Black, Assistant Superintendent

10. Assignment. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

11. Amendment. This Agreement constitutes the entire understanding between OneStar and the District with respect to the subject matter hereof and may not be amended except by an agreement signed by OneStar and an authorized representative of the District.

12. Governing Law and Forum. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any legal actions brought by either party hereunder shall be in the Court of Common Pleas of Allegheny County, Pennsylvania.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this _____ day of _____, 20_____.

Shaler Area School District

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Emergency Preparedness Associates, LLC, d/b/a OneStar

Signature: Eugene M. Komondor

Date: 8/8/18

Printed Name: Eugene M. Komondor

Title: Vice President

EXHIBIT A

The Services

1. Threat and Hazard Identification and Risk Assessment (THIRA)

OneStar will facilitate a Threat and Hazard Identification and Risk Assessment (THIRA) for each SASD building. The THIRA process will follow the guidance outlined in the second edition of the U.S. Department of Homeland Security's Comprehensive Preparedness Guide (CPG) 201 and will identify the threats and hazards of primary concern to the District. OneStar will apply the results of the THIRA to identify the Core Capabilities required by the District in order to effectively plan for and respond to incidents. These Core Capabilities will form the basis for a comprehensive District Training and Exercise Program.

2. Review of the SASD Emergency Operations Plan

OneStar will conduct a comprehensive review of the District's Emergency Operations Plan (EOP) to determine Plan compliance with the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS) and to ensure consistency of terminology throughout the document. The review will also identify any best practices established by the District in the response to, and management of, any incidents in which the District has been involved in order to incorporate those practices into future planning, training and exercise efforts.

OneStar will re-format the current District EOP as may be necessary in order to align it with the guidance issued in the U.S. Department of Education's "*Guide for Developing High-Quality School Emergency Operations Plans*". The re-formatting will place content into three specific sections within the document. They are:

- a. The Basic Plan;
- b. A set of Functional Annexes;
- c. A section containing Threat and Hazard Specific Annexes.

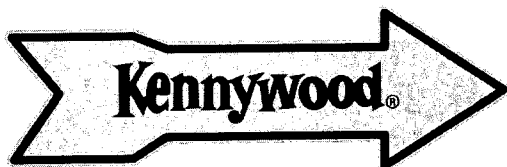
The review process will incorporate recommendations from the Pennsylvania Emergency Management Agency (PEMA) "All-Hazards" School Safety Planning Toolkit so that the District Plan can be used in training, exercising and collaborating with responders, and as a reference during an incident.

EXHIBIT B

The Fees

1. Threat and Hazard Identification and Risk Assessment (THIRA): \$1,440.00

2. Review of the SASD Emergency Operations Plan: \$4,500.00



KENNYWOOD INFORMATION	
Park Name:	Kennywood
Mailing Address:	4800 Kennywood Blvd.
City/State/Zip Code:	West Mifflin, PA 15122
Contact Name:	Courtney Alukonis
Telephone:	412.461.0500 x1126

SCHOOL PICNIC AGREEMENT

GROUP INFORMATION:

Name: SHALER AREA SCHOOL DISTRICT
Street Address: 1800 Mount Royal Blvd.
City: Glenshaw State: PA 15116
Phone No.: _____
Contact Name: Mr. Sean Aiken

Event Date: Saturday 5/4/2019

TICKETS:

TICKET TYPE	ESTIMATED ATTENDANCE	PRICE PER TICKET
2019 School Ticket price is \$28.00	N/A	\$28.00

SPECIAL INSTRUCTIONS

1. No personal checks will be accepted by Kennywood.
2. No outside caterers, food (including covered dishes) or (alcoholic or non-alcoholic) beverage products may be brought into Kennywood by the School Picnic Organization.
3. Kennywood agrees to grant a round trip transportation allowance of one dollar (\$1.00) for each student, teacher or other adult arriving by chartered or school buses at the Park by 1pm on the day of the scheduled school picnic.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. BY SIGNING BELOW, GROUP REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

GROUP – date signed: ____/____/____

Signature

Print Name and Title

KENNYWOOD – date signed: 5/6/18

Signature

Courtney Alukonis – School Sales Coordinator

Print Name and Title

TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

1. PARTIES: This Group Event Agreement ("Agreement") is entered into between the Park and the Group referenced on page one of this Agreement. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets.

2. ACCEPTANCE: This Agreement becomes effective and binding on the date of Group's signature. The signatures on behalf of Group and Park on the page one of this Agreement evidence agreement to all of the terms and conditions of this Agreement.

3. GROUP EVENTS: All group Events are subject to the terms and conditions of this Agreement and the terms and conditions printed on the tickets involved in the Event.

4. TICKETS & PRICES: Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Title to all tickets shall remain with Park until sold. Tickets may only be sold to group's members and not Online, to the general public (except as invited by the Group), or otherwise.

5. FOOD AND BEVERAGES: N/A

6. EVENT AREA RESERVED: N/A.

7. DEPOSIT FEE: N/A

8. FINAL GUARANTEE: N/A.

9. PAYMENT: Group shall pay for all consignment ticket sold (if any) and return unsold tickets to park within ten days of picnic date along with payment in full. Group shall remit payment in the form of cash, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.

10. TAX: N/A

11. CANCELLATION: Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park and will attempt to reschedule the Event. Park, in its sole discretion, shall make the decision whether to close the Park. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation

12. RISK OF LOSS: Group assumes full responsibility and risk of loss for any group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said non-return.

13. REFUNDS: Park shall not give any refunds, nor anything else of value, for pre-purchased tickets that are not used.

14. WARRANTY: The person who executes this Agreement on behalf of each party expressly represents and warrants that s/he has the full and complete authority to do so. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

15. LIABILITY: Park reserves the right to inspect and control all private Events in the Park. Park shall not be liable for personal property or equipment brought into the Park Facility.

16. INDEMNIFICATION: Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.

17. INSURANCE: N/A.

18. ASSIGNMENT & MODIFICATION: This Agreement is not assignable and shall not be modified except in writing and signed by both parties.

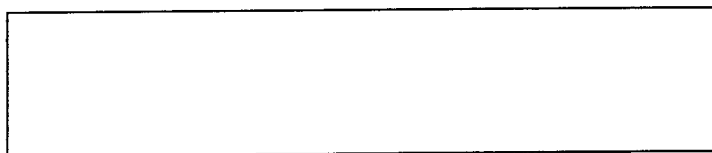
19. GOVERNING LAW: : The laws of the State of Pennsylvania shall govern the validity, performance and construction of this Agreement. Jurisdiction and venue shall lie in the courts in Allegheny County, PA.

20. INDEPENDENT CONTRACTOR: Each party hereto is an independent contractor bearing its own risk of profit and loss.

21. SEVERABILITY: The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity.

22. SURVIVAL: Any provision herein that by its nature should survive, shall survive the termination or expiration of this Agreement.

23. WAIVER: Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof.



SHALER AREA SCHOOL DISTRICT

No: 707

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: JULY 13, 1998

REVISED: DECEMBER 12, 2001; JULY 12, 2004; OCTOBER 14, 2009; MARCH 19, 2014

707. USE OF SCHOOL FACILITIES

1. Purpose
SC 775

School facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational program of the schools.

2. Authority

The Board will provide for the use of school facilities, beyond the use of school district functions, when permission has been requested in writing and has been approved by authorized district personnel. Priority shall be given to Groups 1, 2, 3, 6 as listed below:

1. School District Activities/Sports (for the purpose of this policy, school district activities shall also include partially-approved or funded activities such as ice hockey.
2. School-Affiliated Organizations include the school district parent-teacher groups, athletic booster groups, band parents and similar groups that are officially recognized by the Board of School Directors. This group also includes clinics and camps run by School District coaches **for the students of Shaler Area School District.**
3. Community Youth Organizations include, girl scouts, boy scouts, little league, colt, pony, and American Legion baseball programs, soccer associations, aquatic club and other groups providing programs for the youth of Shaler Area School District.
4. Community Clubs, Organizations and Businesses, Private and/or Parochial Schools. Also Youth Organizations that involve a number of children that are less than 65% of Shaler Area Residents (if more than 65% see #3 above). This involves organizations that find their organization's membership falling within the following subcategories. Before one of these organizations can be considered for a permit, they must certify in writing the percentage of members that are Shaler Area residents. The District reserves the right to verify the residency of the participants.
 - A. Organizations in which 65% to 100% of its members are Shaler Area residents unless the organization is a youth organization then refer to Group #3.
 - B. Organizations in which 50% to 64% of its members are Shaler Area residents.
 - C. Organizations in which less than 50% of its members are Shaler Area residents
5. Non-Community Organizations and Private/Parochial Schools Outside the Shaler Area School District: All other organizations are considered to be non-community organizations.
6. WPIAL, PIAA, and Other Public School Districts when emergency circumstances warrant assistance.

<p>3. Guidelines</p>	<p>7. College, University, or Professional Sports Teams</p> <p>As reflected in the "Use of Facilities Schedule," Groups 2 or 3 essentially have free use of all facilities except for Titan Stadium. It should be noted that any group other than Group 1 (School District Activities/Sports) must pay the going rate for field lights and use of scoreboard (\$20.00 in 2018-2019) at both Titan Stadium and the Wible Run Field Biles Field. It should also be noted that all groups except those in Group 1 must pay for any additional personnel costs that falls outside our normal work schedule. It should also be noted that all groups except those in Group 1 must pay for any custodial/maintenance or cafeteria worker time that falls outside our normal work schedule. Cost may include custodial/maintenance, foodservice, stage manager and stage crew, pool manager and lifeguards, and security as deemed necessary by the school district.</p> <p>The use of school facilities shall not be granted for any purpose which is prohibited by law.</p> <p>Under the School Code, the Board is permitted to grant the use of school property for educational, social, recreational or other proper purposes. Also, the Board is charged with responsibility for the protection and maintenance of the school property.</p> <p>It shall be the policy of the Board and its administration to encourage maximum use of school facilities by both students and community groups. The Board and administration sets first priority on using these facilities by our student population and community youth groups. Beyond such student use, the Board and administration encourage community use of school facilities.</p> <p>Rental fees shall be published on a "Use of Facilities" schedule. School affiliated and community youth organizations shall not be required to pay a rental fee unless they are generating revenue that is not directly supporting Shaler Area School District athletics and activities. Rates for community organizations/businesses have been set at the approximate cost to the school district. Those rates shall be higher in instances where the community organization/business engages another organization to conduct plays, dancing classes, etc., collects admission or donations and retains profits from the enterprise or compensates the organization's board members, coaches, or other people within the organizations to perform their jobs.</p> <p>Rental fees for non-community organizations/ businesses shall be in the normal rates for like facilities. The rates shall be higher in instances where the non-community organization requires an admission charge in connection with the facility use.</p> <p>A standard written agreement form must be signed by an authorized official representative of the organization. For organizations meeting regularly, one yearly agreement is required.</p> <p>Buildings where custodians are not on duty will not be rented when other appropriate buildings having custodians on duty are available. Buildings must be vacated at least thirty (30) minutes prior to the end of the custodian's shift but not later than 10:00 p.m.</p> <p>+</p>
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WPIAL, PIAA, or other non-community organizations permitted the use of athletic fields, gyms, or other facilities for playoff or championship play will be charged expenses incurred for hosting the event. **A permit shall not be issued to non-community organizations without prior approval by the Superintendent or their designee.** The school district will determine the number of workers needed for each event based on the application filed. The applicant shall be notified of all estimated charges prior to the permit being issued.

The Superintendent or their designee has the authority to negotiate separate contracts with groups requesting to use the facilities on a long-term basis or to host a large event. A reduction not to exceed 25% on the rental fee will be considered. A reduction of more than 25% requires School Board approval. Final terms and agreements will be shared with the Board on a monthly basis.

Terms and Conditions

An issued permit is subject to cancellation at any time upon a determination by the school district that the permitted facility is needed for a School District Activity.

Only facilities and items specifically indicated on the issued permit shall be available to the use of the permitted organization.

72 hour notice must be given by the permit holder when cancelling a permitted event. Permit holders cancelling an event with less than 72 hours notice may be assessed a cancellation fee and loss of future permits.

Groups found to be requesting permits and not using them will have their permit revoked and could be denied future permit requests.

Permits are only to be used by the organization requesting and receiving permit. Permits are non-transferable to other organizations. Any organization that engages in such activity could have their permit revoked.

The permitted organization, as well as its individual members, shall be liable to the school district for any damage to a school district facility, or any school district property, furniture, or equipment arising from the use of the school district facility.

If any person shall willfully or maliciously break into, enter, deface or mark, or place any obscene or improper matter upon any public school building or other building used for school purposes, or other purposes provided for in this act, or shall deface, injure, damage or destroy any school furniture, books, paper, maps, charts, apparatus, or other property contained in any public school building, or other building used and occupied for school purposes, or other purposes provided for in this act; or shall injure, damage, or destroy any shade trees, shrubbery, fences, or any other property of any kind, upon any public grounds, or upon any public school playground, such person shall be referred to the authorities for prosecution.

The permitted organization shall indemnify, hold harmless, and defend the district from and against any and all costs, expenses (including reasonable counsel fees), liabilities,

	<p>losses, damages, suits, actions, fines, penalties, claims, or demands of any kind asserted by or on behalf of any person or governmental authority of the permitted facility. The district shall not be liable to the organization on account of:</p> <ol style="list-style-type: none"> 1. Any failure by the organization to perform any of the terms or conditions to be performed by the organization. 2. Any failure by the organization to comply with any statutes, ordinances, regulations, or orders of any governmental authority. 3. Any accident, death, or personal injury or damage to or loss of theft of property which shall occur in or about the permitted facility, except as the same may be the legal responsibility of the school district, its employees, or agents. <p>Organizations must at all times, and especially at non-adult activities, provide adequate and competent adult supervision. It is the responsibility of the user organization to ensure the limits as to the number of spectators reported on the application agreement and that they not be exceeded.</p>																				
	<p>Non-Profit Community Organizations/Businesses and Non-Community Organizations - Prior to the issuance of a permit, the applicant shall furnish a certificate of insurance, satisfactory to the district, evidencing existence of the following minimum coverage on and related to the permitted use of the facility:</p> <table> <tr> <th data-bbox="358 1052 711 1087"><u>General Liability Insurance</u></th><th data-bbox="954 1052 1214 1087"><u>Minimum Coverage</u></th></tr> <tr> <td data-bbox="358 1125 711 1161">1. General Aggregate</td><td data-bbox="1008 1125 1144 1161">\$1 Million</td></tr> <tr> <td data-bbox="358 1161 711 1234">2. Products & Completed Operations Aggregate</td><td data-bbox="1008 1161 1144 1197">\$1 Million</td></tr> <tr> <td data-bbox="358 1234 711 1308">3. Personal & Advertising Injury</td><td data-bbox="1008 1234 1144 1270">\$1 Million</td></tr> <tr> <td data-bbox="358 1308 711 1344">4. Each Occurrence</td><td data-bbox="1008 1308 1144 1344">\$1 Million</td></tr> <tr> <td data-bbox="358 1344 711 1379">5. Medical Expenses</td><td data-bbox="1008 1344 1144 1379">\$5,000</td></tr> <tr> <td data-bbox="358 1379 711 1415">6. Other</td><td data-bbox="1008 1379 1144 1415"></td></tr> </table> <p>The Shaler Area School District shall specifically be named as an additional insured on the policy. Furthermore, the policy shall specifically require the insuring company to give the school district thirty (30) days written notice of cancellation of any provisions of the policy.</p> <p>For Profit Community Organizations/Business and Non-Community Organization – In addition to the requirements listed above must also provide evidence of the existence of the following minimum coverage on and related to the permitted use of the facility:</p> <table> <tr> <td data-bbox="358 1782 573 1818">7. Auto Liability</td><td data-bbox="995 1782 1131 1818">\$1 Million</td></tr> <tr> <td data-bbox="358 1818 630 1854">8. Umbrella Liability</td><td></td></tr> <tr> <td data-bbox="358 1854 976 1890">9. Workers Compensation & Employer Liability</td><td></td></tr> </table>	<u>General Liability Insurance</u>	<u>Minimum Coverage</u>	1. General Aggregate	\$1 Million	2. Products & Completed Operations Aggregate	\$1 Million	3. Personal & Advertising Injury	\$1 Million	4. Each Occurrence	\$1 Million	5. Medical Expenses	\$5,000	6. Other		7. Auto Liability	\$1 Million	8. Umbrella Liability		9. Workers Compensation & Employer Liability	
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9. Workers Compensation & Employer Liability																					

	<p>The school district reserves the right to reject any and all applications.</p> <p>The school district will issue no permits on dates when school is officially closed.</p> <p>No group shall be granted a permit to conduct any partisan political activities.</p> <p>Concession stands are available for use by community or non-community groups, only when authorized by the administration and/or the Board of School Directors. Booster/parent groups will have priority in the use of concession stands.</p> <p>The use of alcoholic beverages, tobacco, or other drugs on school district facilities is strictly prohibited. Alcoholic beverages, smoking, drugs, and weapons are strictly prohibited on school district property. Violators will be prosecuted. It is the responsibility of the permitted organization to enforce these and any other posted regulation at all times. Violations of these rules and regulations will result in loss of permit.</p> <p>The cost of any custodial, maintenance or cafeteria service additional personnel provided by the district beyond that provided by its regular duty schedule at the permitted facility shall be borne by the permitted organization, unless waived (in writing) by the district. An estimate of what these charges will be shall be provided at the time of application and before the permit is issued.</p>
<p>School Code 511, 775</p> <p>PA Code Title 22 Sec. 12.9</p>	<p>The Shaler Area School District continues its policy of nondiscrimination on the basis of race, age, sex, religion, color, national origin, handicap, or disability, as applicable in its educational programs, activities, or employment policies, as required by Section 504 regulations or the Rehabilitation Act of 1972, the Americans with Disabilities Act and all other applicable state, federal, and local laws and ordinances.</p>

SHALER AREA SCHOOL DISTRICT
Use of Facilities Schedule
Revised:

To qualify as an organization, a group must have:

- *regular meetings.*
 - *duly-elected representatives.*
 - *evidence of liability insurance, as required.*
- (See Policy #707)*

	Group #1 (SD Activities/Sports) Group #2 (School Affiliated) Group #3 (Community Youth Org) Group #4A (65-100% Shaler Area) -(Non-Revenue Generating)	Group #4B (50-64% Shaler Area) (Revenue Generating)	Group #4B (50-64% Shaler Area) - (Non-Revenue Generating) Group #4A (65-100% Shaler Area) - (Revenue Generating)	Group #4C (less than 50% Shaler), #5 (Non-community Organizations) or #7 (College, University, or Prof Sports Teams) (Revenue Generating)	Group #4C (less than 50% Shaler), #5 (Non-community Organizations) or #7 (College, University, or Prof Sports Teams) (Non-Revenue Generating)	Group #6
SAHS Auditorium (Seats 850)	Free	\$30/hr not to exceed \$150/day	\$20/hr not to exceed \$100/day	\$80/hr	\$50/hr not to exceed \$250/day	X
SAES Auditorium (Seats 800)	Free	\$20/hr not to exceed \$100/day	\$10/hr not to exceed \$50/day	\$60/hr	\$30/hr not to exceed \$150/day	X
SAMS Auditorium (Seats 850)	Free	\$25/hr not to exceed \$125/day	\$15/hr not to exceed \$75/day	\$70/hr	\$60/hr not to exceed \$200/day	X
All-Purpose Rooms – Primary Schools	Free	\$25/hr not to exceed \$125/day	\$20/hr not to exceed \$100/day	\$40/hr not to exceed \$200/day	\$30/hr not to exceed \$150/day	X
SAHS Gym A (Seats 1600)	Free	\$50/hr not to exceed \$250/day	\$30/hr not to exceed \$150/day	\$127.50/hr not to exceed \$637.50/day	\$70/hr not to exceed \$350/day	Free
SAHS Gym B (Seats 100)	Free	\$25/hr not to exceed \$125/day	\$20/hr not to exceed \$100/day	\$100/hr not to exceed \$500/day	\$50/hr not to exceed \$250/day	Free
SAES Gym (Seats 800)	Free	\$30/hr not to exceed \$150/day	\$25/hr not to exceed \$125/day	\$110/hr not to exceed \$550/day	\$55/hr not to exceed \$275/day	Free
SAMS Gym A (Seats 850)	Free	\$50/hr not to exceed \$250/day	\$30/hr not to exceed \$150/day	\$127.50/hr not to exceed \$637.50/day	\$70/hr not to exceed \$350/day	Free
SAMS Gym B (No Seating)	Free	\$25/hr not to exceed \$125/day	\$20/hr not to exceed \$100/day	\$100/hr not to exceed \$500 per day	\$50/hr not to exceed \$250/day	Free

To qualify as an organization, a group must have:

- **regular meetings.**
 - **duly-elected representatives.**
 - **evidence of liability insurance, as required.**
- (See Policy #707)**

	Group #1 (SD Activities/Sports) Group #2 (School Affiliated) Group #3 (Community Youth Org) Group #4A (65-100% Shaler Area) -(Non-Revenue Generating)	Group #4B (50-64% Shaler Area) (Revenue Generating)	Group #4B (50-64% Shaler Area) - (Non-Revenue Generating) Group #4A (65-100% Shaler Area) -(Revenue Generating)	Group #4C (less than 50% Shaler), #5 (Non-community Organizations) OR #7 (College, University, or Prof Sports Teams) (Revenue Generating)	Group #4C (less than 50% Shaler), #5 (Non-community Organizations) OR #7 (College, University, or Prof Sports Teams) (Non-Revenue Generating)	Group #6
Scott Primary Gym (Seats 300) Additional fee to cover custodial/maintenance overtime will be charged to all groups using this facility on Saturday or Sunday	Free	\$50/hr not to exceed \$250/day	\$30/hr not to exceed \$150/day	\$127.50/hr not to exceed \$637.50/day	\$70/hr not to exceed \$350/day	Free
Swimming Pool	Free	N/A	\$100/2 hrs.	N/A	N/A	Free
Classrooms - Single	Free	\$15/hr. not to exceed \$75/day	\$10/hr. not to exceed \$50/day	\$30/hr. not to exceed \$150/day	\$20/hr. not to exceed \$100/day	X
Classrooms - Double or LGI	Free	\$25/hr. not to exceed \$125/day	\$20/hr. not to exceed \$100/day	\$40/hr. not to exceed \$200/day	\$30/hr. not to exceed \$150/day	X
Stadium Athletic Field-Lou Martig Field at Titan Stadium - Artificial Turf(Seats 4000) (Clock, PA, Lights are in addition to rental fee- \$20.00 x no. hours)	Free (except for lights)	\$125/hr not to exceed \$625/day	\$100/hr not to exceed \$500/day	\$175/hr not to exceed \$875/day	\$125/hr not to exceed \$625/day	Free
Biles Athletic FieldArtificial Surface (Seats 1000) (Clock, PA, Lights are in addition to rental fee - \$20.00 x no. hours)	Free (Except for lights)	\$100/hr not to exceed \$500/day	\$75/hr not to exceed \$375/day	\$150/hr not to exceed \$750/day	\$100/hr not to exceed \$500/day.	Free
SAMS Track or SAES Track	Free	\$100/hr not to exceed \$500/day	\$75/hr not to exceed \$375/day	\$150/hr. not to exceed \$750/day	\$75/hr. not to exceed \$500/day	Free
Other Athletic Field	Free	\$35/hr not to exceed \$175/day	\$30/hr not to exceed \$150/day	\$50/hr not to exceed \$250/day	\$40/hr not to exceed \$200/day	Free
SAHS Cafeteria (Seats 500)	Free	\$30/hr not to exceed \$150/day	\$20/hr to exceed \$100/day	\$60/hr not to exceed \$300/day	\$30/hr not to exceed \$150 per day	X

SAES Cafeteria (Seats 400)	Free	\$20/hr not to exceed \$100/day	\$10/hr to exceed \$50/day	\$40/hr not to exceed \$200/day	\$20/hr not to exceed \$100/day	X
SAMS Cafeteria (Seats 450)	Free	\$30/hr not to exceed \$150/day	\$20/hr not to exceed \$100/day	\$60/hr not to exceed \$300/day	\$30/hr not to exceed \$150/day	X
Scott Primary Cafeteria (Seats ????)	Free	\$20/hr not to exceed \$75/day	\$10/hr not to exceed \$100/day	\$40/hr not to exceed \$200/day	\$20/hr not to exceed \$100/day	
Kitchen (A kitchen staff member must be present whenever the kitchen is being used. All groups are responsible for the cost of this employee.)	Free	Free w/café rental	Free w/café rental	\$25/hr not to exceed \$125/day	\$20/hr not to exceed \$100/day	X

SAHS Tennis courts and SAES outdoor basketball courts are open during daylight hours to residents of Shaler Area School District when not being used by school programs. Residents may use for one hour period. Please change on the hour.

X Not available for use by these groups.

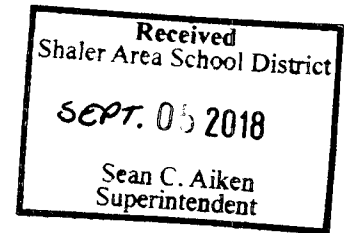
Saturday and Sunday rentals or whenever custodians/maintenance are not assigned -- additional fee to cover overtime costs at prevailing wage rate will be charged to any group except those in Group 1. This applies to revenue generating or non-revenue generating work.

All groups interested in using school district facilities should contact the Buildings and Grounds Department, 1660 Butler Plank Road, Glenshaw, PA 15116-1730. Phone: 412-492-1200 x 82903 or Fax: 412-492-1233 or make a request via the school district webpage, www.sasd.k12.pa.us.



pennsylvania
DEPARTMENT OF EDUCATION

August 31, 2018



Sean Aiken
Superintendent
Shaler Area School District
1800 Mount Royal Boulevard
Glenshaw, PA 15116

Dear Mr. Aiken:

The purpose of this letter is to advise you of the Pennsylvania Department of Education's (PDE) determination of the status of your local education agency's (LEA) compliance with the Individuals with Disabilities Education Act (IDEA). First, a brief review of the requirement and how we reached this determination for your LEA is appropriate. The IDEA requires the U.S. Secretary of Education to make an annual determination as to whether each state is meeting the requirements of the Act. The federal Office of Special Education Programs (OSEP) reviews student outcomes as well as compliance data in evaluating state performance. The IDEA statute (Section 616) and Part B regulations (Sections 300.603 and 300.604) detail four categories for the Secretary's determination of a state's status. Each determination category leads to various consequences that OSEP must impose on states, ranging from positive recognition that a state has met requirements, through enforcement actions, including possible loss of federal funds. The categories are: (1) meets the requirements and purposes of the IDEA, (2) needs assistance, (3) needs intervention, or (4) needs substantial intervention.

On June 28, 2018, PDE was notified by OSEP that Pennsylvania has received the determination of "meets requirements" for federal fiscal year (FFY) 2016. Pennsylvania has now received the "meets requirements" determination for eleven of the twelve years that OSEP has been issuing its determinations.

In addition to the federal-to-state determination requirements, IDEA also mandates that states make annual determinations of the status of every LEA in the state. States must use the same four categories OSEP applies to state determinations for making LEA determinations. Conclusions must be based on at least the following factors: (1) the LEA's performance on the compliance indicators of the State Performance Plan, (2) the LEA's submission of timely and accurate Section 618 and other data to the state, (3) the LEA's timely correction of any findings of noncompliance issued by PDE, (4) whether there are fiscal issues related to Part B funds, and (5) other information that indicates the LEA's inability to meet requirements of the IDEA.

PDE staff conducted a thorough review of the above data for each school district and charter school in the state. This year's determinations are based on the LEA's performance for FFY 2016. Based on this review, we have determined that your LEA "meets requirements" of Part B of the IDEA.

An LEA that receives the determination of meets requirements is eligible to take advantage of the 50 percent Maintenance of Effort (MOE) option under Section 300.205 of the IDEA Part B regulations. Additional information concerning this requirement is available from PDE.

PDE commends your LEA for the hard work being done to deliver high quality programs to students with disabilities. Should you want more information about this determination, or wish to discuss it further, please contact Ann Hinkson-Herrmann, Director of the Bureau of Special Education, at ahinksonhe@pa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Matthew S. Stem".

Matthew S. Stem
Deputy Secretary

cc: Ann Hinkson-Herrmann



September 4, 2018

Bryan E. O'Black, Ed. D
Assistant Superintendent of Schools
Shaler Area SD
1800 Mt. Royal Blvd.
Glenshaw, PA 15116

SENT VIA ELECTRONIC MAIL

Dear Dr. O'Black,

I am responding to your August 29, 2018 correspondence requesting an Emergency School Closing waiver due to a mold/mildew concern. As a result, school will be cancelled for students attending the Shaler Area High School August 29-31, 2018. All other schools within the Shaler Area SD will operate as usual.

Your request for a waiver was received pursuant to the authority of the Pennsylvania School Code, Section 2523, and the procedures identified in the Basic Education Circular titled Emergency School Closings, 24 P.S. 2523 (Revised October 2010). Since the situation represented a threat to the students' health/safety and resulted in closing one building and that it would be organizationally difficult to make up the lost day for the building, your waiver request is approved.

The approval is granted under the authority of the Pennsylvania School Code, Section 2523, and the procedures identified in the Basic Educational Circular titled Emergency School Closings, 24 P.S. 2523. Please be advised that the approval of this waiver does not release the school district of the responsibility to provide a minimum of 990 hours of instruction for secondary students and 900 hours of instruction for elementary students (including full-day kindergarten students). With this approval there will be no loss of state subsidy related to instructional days.

Students attending the Shaler Area High School who were not in attendance due to the closing on August 29-31, 2018 will be counted in the District's student membership for the 3 days. With this approval there will be no loss of state subsidy related to instructional days.

Please feel free to contact me if you have any questions.

Sincerely,

Lyneice Parker-Hunter

Lyneice Parker-Hunter
School Services Office

cc: ra-CAD@pa.gov