

DAY STUDENT EDUCATION AGREEMENT

Made this 1st day of July, 2018 by and between **GLADE RUN LUTHERAN SERVICES dba St. Stephens Lutheran Academy, St. Stephens Lutheran Academy North and St. Stephens Academy Utica**, a Pennsylvania not-for profit corporation, with its principal offices located at Box 70, Beaver Road, Zelienople, Butler County, Pennsylvania (hereinafter "Glade Run", "service provider" or "St. Stephens Lutheran Academy") and **SHALER AREA SCHOOL DISTRICT**, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located at 1800 Mt. Royal Blvd., Glenshaw, PA 15116(hereinafter "School District" or "District").

WITNESSETH:

WHEREAS, Glade Run is certified by the Pennsylvania Department of Education and licensed as a private academic school to provide instruction to students with educational needs referred to it by the District; and

WHEREAS, the District is desirous of referring its students with educational needs to Glade Run; and

WHEREAS, Glade Run is desirous of providing educational services to the students referred to it by the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree as follows:

1. PURPOSE – EDUCATIONAL INSTRUCTION

- A. Glade Run will provide special educational instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- B. Glade Run will provide the appropriate, agreed upon, educational instruction to students referred to it by the District and who meet the program's admission criteria.
- C. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- D. The District shall provide Glade Run with special education records (when applicable), completed referral form and immunization records. The District shall assist Glade Run in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current

medications and allergies. The District shall provide confirmation as to the enrollment disposition of the child.

- E. It shall be the responsibility of Glade Run in conjunction with the District to facilitate the development of a current Individual Educational Plan (IEP) within thirty (30) school days after acceptance with input from the appropriate parties.
- F. Glade Run and the District, will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.
- G. Students entering a regular education program due to behavior or disciplinary action shall not require an IEP. However, any student with a 504 School Plan (Chapter 15: Protected Children) will have reviews following the same procedure cited in Paragraph 1F above. The District will notify Glade Run if a student has a current 504 School Plan.

2. PURPOSE – TRANSITIONS PROGRAMMING

- A. Glade Run will provide an on-site Transitions Program for students ranging in age from 14 to 21 years. This Program will provide students with tools and experiences for a successful transition to postsecondary education, employment, and adult life.
- B. Glade Run will implement a transition plan for students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- C. These services are available in addition to the current Educational Instruction (Purpose 1 above) or as a stand-alone option (without educational instruction). Upon receipt of written authorization from the District, the services may be obtained through Glade Run. The charges for said services are identified on the attached fee schedule (Attachment B).
- D. Prior to the acceptance of a student, the District shall complete Attachment B (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- E. Glade Run will provide the District with written notice of the services identified as necessary.

3. TERM AND TERMINATION

- A. The term of this agreement shall be the 2018-2019 school year, as indicated on the

school calendar attached.

- B. The obligation of Glade Run to provide Educational or Transitions Programming instruction to a specific student, IEP and non-IEP students, may be terminated by Glade Run and the district with thirty (30) days written notice, when possible, for change of placement from St. Stephens to another appropriate education or transitions programming placement. Relative to the child's educational or transitional needs, Glade Run will utilize its best efforts to communicate to the District the reasons for the termination of the instruction prior to the actual termination of services. Glade Run reserves the right to expel a student immediately, with consultation with the District, when circumstances warrant.

4. PAYMENT – EDUCATIONAL INSTRUCTION

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- A. The District is obligated for the duration of the 2018-2019 school year based on the enrollment of the student at Glade Run.
- B. If a student is enrolled at Glade Run **after** the beginning of the school year, the billing for the first month (and first month only) of enrollment shall be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. Subsequent months shall be billed as set forth in Attachment A.
- C. Once a student is accepted for placement by Glade Run, **the District becomes responsible for that class seat ("slot") for the remainder of the school year**, unless Glade Run is able to accept a reassignment. Each placement may be reassigned twice during the school year by the District. Upon each subsequent reassignment thereafter, the District may be assessed an administrative fee of \$275 by Glade Run.
- D. It is understood that should the student or family cause the student to be withdrawn from Glade Run for a reason beyond the control of the District, the District shall be billed for educational services until the end of the calendar month in which the child is withdrawn or the date written notification of such action is provided, whichever is earlier. Written notice of student movement from the district or the MDT outcome shall be provided to Glade Run.
- E. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of that month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District's outstanding current balance.
- F. The District shall receive a discount on the tuition rates set forth on Attachment A, if

the District purchases and maintains ten (10) or more “slots” for the 2018-2019 school year. This discount **does not** apply to the Autism Education Program, Life Skills Program, Tertiary Education Program, ESY or Kindergarten. The discounted tuition rates are equal to a \$450 rebate off the full school year tuition rate per slot for the 2018-2019 school year. For example, the Regular Education Program discount would be \$29,550 per slot for the 2018-2019 school year. The District further understands that it must maintain ten (10) slots at all times to remain eligible for the discounted rates. Payment of these tuition rates will be made in accordance with paragraph 4 of this agreement.

5. PAYMENT – TRANSITIONS PROGRAMMING

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment B.

- A. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge regardless of attendance.
- B. For the first and the last months of enrollment the billing may be prorated based on the number of available school days for that month for St. Stephen’s Lutheran Academy. All other months shall be billed for the total number of school days for said month based on St. Stephen’s school calendar. A copy of the school calendar is attached.
- C. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of the month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District’s outstanding current balance.
- D. If a student is referred to the Transitions Program and is already receiving educational instruction from St. Stephen’s, the District will be charged the Transitions Program fee **in addition** to the Educational Instruction fee. Any changes to these payment terms must be approved prior to the start of the Transitions Program.

6. INTERVENTION AND DISCIPLINE PROCEDURES

- A. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same discipline procedures and parent/student grievance procedures normally employed by Glade Run in its capacity as a Private Academic School. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, 22 Pa. Code § 14.35, and the rules and regulations adopted by the Pennsylvania Department of Education.

- B. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same physical intervention procedures to include crisis preventative measures such as a call for crisis assessment and parent/student grievance procedures normally employed by Glade Run. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, and the rules and regulations adopted by the Pennsylvania Department of Education.
- C. The District hereby agrees to pursue truancy proceedings in the event a student receiving educational services under the provisions of this Agreement is absent on eight (8) or more occasions during the school year without a valid written excuse. Such proceedings shall be instituted by the District within ten (10) school days of receipt of written notification by the District from Glade Run staff of the student's eighth absence. Facsimile transmissions for such notice shall be accepted.

7. TRANSPORTATION

The District shall be responsible for providing transportation for the students to and from Glade Run. The District is also responsible for any and all transportation costs that Glade Run must incur to fulfill the terms of the Agreement. The District is responsible for disciplining and/or responding to inappropriate behaviors of the students during transportation. Glade Run will work with the District to address inappropriate behaviors during transportation, of which it becomes aware.

8. VISION, SPEECH AND HEARING SCREENINGS

Glade Run will provide speech, hearing and vision screenings to students in grades 1, 2, 3, 7 and 11 enrolled in St. Stephen's Lutheran Academy by an outside provider. Any ancillary services which are identified as necessary for the student as a result of such screenings, including but not limited to speech / language evaluations, hearing evaluations, and therapy sessions for speech, language and / or hearing, shall be the responsibility of the District. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule (Attachment C). Glade Run shall provide the District with written notice of the services identified as necessary for the student as a result of the above-referenced screenings. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

9. DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to the

Pennsylvania Public School Code.

10. OCCUPATIONAL AND PHYSICAL THERAPY

Occupational and/or physical therapy evaluations will be completed with parental consent and upon referral. Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule(Attachment D). Glade Run shall provide the District with written notice of the services identified as necessary. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

11. RECORDS.

The District shall retain responsibility for maintaining the original student records subsequent to the student's discharge pursuant to the Pennsylvania Public School Code.

12. INDEMNITY

The parties hereby agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, agents, and affiliated corporations from any and all claims and losses, including attorney's fees, accruing or resulting to any person, firm, or corporation who claims injury or damages during the term of this Agreement which resulted from the acts or omissions of the party's employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicle provided or used by such party, including costs and expenses in violation of proprietary rights, or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement, or based in any libelous or unlawful matter contained in such data.

13. INSURANCE

Glade Run shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring Glade Run and its agents and employees who may be acting pursuant to this Agreement against any and all claims which may arise out of its performance under the terms, conditions, and provisions of this Agreement.

14. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this Agreement in such a manner as to insure that records,

names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. All information developed pursuant to the fulfillment of the terms of this Agreement as between Glade Run and the District and their respective agents and employees shall not be considered confidential.

15. MODIFICATION

This document, and all attachments hereto, whether physically incorporated or incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended.

Any alteration, variation, modification, or waiver of a provision to this Agreement shall be valid only when reduced to writing, duly signed by the parties to this Agreement, and attached to the original of the Agreement.

16. ASSIGNMENT

Neither party may assign any part of this Agreement without the prior written approval of the other party hereto.

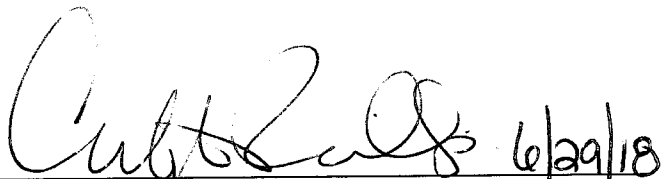
17. FEDERAL AND STATE LAW COMPLIANCE

Glade Run Lutheran Services acknowledges and agrees that it is obligated to comply with all applicable federal and state laws related to the provision of educational instruction, discipline and non-discrimination against students who are placed at Glade Run pursuant to this Agreement.

SIGNATURES TO FOLLOW

INTENDING TO BE LEGALLY BOUND HEREBY, witness the hands and seals of the parties, the day and year first written above.

GLADE RUN LUTHERAN SERVICES



Christopher Phillips, Interim President/CEO date

SHALER AREA SCHOOL DISTRICT

Superintendent of School District date



Student Assistance Program

This Letter of Agreement is between Wesley Family Services and the **Shaler Area School District**. Both parties agree to cooperate in providing services for the Student Assistance Program.

SECTION A: Provider Agency Responsibilities

Wesley Family Services agrees to adhere to all related federal, state and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistance Program. Additional responsibilities of the SAP liaison provider agency include:

1. The provider agency contact: the provider agency supervisor, Tamra McClafferty, can be contacted at 412-295-5247 and/or tmclafferty@wesleyspectrum.org should the need arise.
2. Provider agency agrees to appoint a representative to attend and participate in the previously established SAP County Coordination Team/and or SAP District Council Meetings that will be held periodically throughout the year.
3. Provider agency agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP services to the district as outlined in Section A of this Letter of Agreement. The SAP liaison will act as an ad hoc member of the building Student Assistance Program core team (hereafter referred to as the SAP team). The SAP liaison for **Shaler Area School District** will be Liz Arco for the 18-19 school year and will serve as a member of the core team as a Behavioral Health Liaison. The SAP liaison will attend a minimum of two scheduled core team meetings per month for the purpose of screening, consultation, recommendations, referrals, case management and follow up services.
4. Provider agency SAP will consult with school staff such as school counselors, nurses, teachers, principals, or other administrators to discuss a student who has been referred to SAP. These consultations occur outside of the scheduled Core Team meetings and may be in-person meetings or phone calls. The consulting services include, but are not limited to, speaking with teachers to discuss a student's academic progress; talking or meeting with school counselors to discuss a student's return to school after completing treatment.
5. The SAP liaison will provide site-based student screenings using the Child and Adolescent Needs and Strengths/Student Assistance Program tool for MH and/or D&A treatment if recommended by the SAP core team and parent/guardian permission is secured.
6. The provider agency will secure releases of information from the student/parent/guardian prior to disclosing information to agencies that may be involved in handling a referral. Screenings completed by the liaison will be completed within 5-7 days of receiving a referral.

7. The SAP liaison will provide referral information for identified students. Referral information should include identification of agencies and/or resources that could serve the needs of identified students and their families. The provider agency liaison may assist the identified student and/or family in linking up with the appropriate services.
8. The SAP liaison will provide follow-up with parents and students as permitted through the MH/ID and Single County Authority (SCA) contracts with the county.
9. The SAP liaison will provide postvention assistance to core teams, students, family, and faculty as needed/requested by the district when significant events occur that would adversely affect the school and community (i.e. student death or other tragic event).
10. The SAP liaison will provide technical assistance to core teams regarding best practices for SAP as per state standards and guidelines.
11. The SAP liaison will provide education groups offered to students referred through the core team. Student participation in these groups shall be provided only with parental permission in accordance with school policies. (Best practice: at least one of the co-facilitators of the team should be school district personnel).
12. The SAP liaison will provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or educational groups.
13. The SAP liaison will assist with faculty in-service and student orientation within the limits of staff availability.
14. The SAP liaison will provide educational resources to school personnel, students, families, and community as requested and within the limits of staff availability.
15. The SAP liaison will facilitate or participate in core team maintenance.
16. The SAP liaison will consult with schools around strategies for engaging parents in the SAP process. Meetings will be held with SAP staff and parents/guardians of identified students in order to provide support to the parent/guardian/student. These meetings may include school staff.
17. The SAP liaison will provide technical assistance to the school districts for policy development in areas related to his/her field of expertise.

SECTION B: School District Responsibilities

The Shaler Area School District agrees to comply with all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within school districts, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights. The school district also agrees to provide a SAP team that complies with the BEC 24 P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of the school district include:

1. The school district will designate a contact person between the team and the provider to ensure effective communication. The school district's contact will be _____ (name) and can be reached at _____ (contact information).

2. The school district will appropriate a safe and private space in the school where the SAP liaison can provide services; provide for secure storage of student records, and adhere to SAP confidentiality provisions.
3. The school district will provide copies of the district's alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, a schedule of special activities, and any other school policies, which may affect Student Assistance Program services.
4. The school district will provide family and community education on the Student Assistance Program.
5. The school district will provide faculty, pupil personnel and student orientation to the Student Assistance Program that includes staff, services, and referral procedures.
6. The school district will provide release time as established by the core team for referred students. Release time shall coincide with the normal school day and will be designed so that instructional time is not abused.
7. The school district will contact parents or guardians of identified students in order to explain referral, gather information, and obtain permission to involve students in the Student Assistance Program.
8. The school will submit data (on-line reporting) regarding the Student Assistance Program as requested to the Departments of Health, Education, and Public Welfare.
9. The school district will appoint a representative from Central Office along with the Building Administrator(s) or designee(s) to attend and participate in the established SAP County Coordination Team and/or SAP District Council Meetings that will be held within the school year.

SECTION C: Records

Provider and School District agree to the following regarding records:

SAP records are educational records and should be maintained in accordance with applicable Pennsylvania School Code and district/school policies and procedures related to student records. They must also adhere to regulations listed in the Family Education Rights and Privacy Act (FERPA) [20 U.S.C. §1232g] and the Protection of Pupil Rights Amendment (PPRA) [20 U.S.C. §1232h].

All records generated by the school district's Student Assistance Team, with respect to individual students, are records of the district; the retention and disclosure of which shall be governed by the policies of the district and applicable federal laws. Following referral and/or assessment by the Provider, records generated become the responsibility of the Provider.

The Provider is subject to confidentiality requirements of the Federal Confidentiality Regulations (42 CFR Part 2) and the Pennsylvania Mental Health laws (PA Code Title 55)

SECTION D: Conflict Resolution Process

Should there be a conflict between the Core Team and the Provider agency (liaison); the conflict resolution process should work through the levels as follows:

- Step 1. Members of the Core Team and Provider Agency Liaison meet to discuss conflict.
- Step 2. School Building Administrator and Administrator of Local Provider Agency meet.
- Step 3. School District Central Office Administrator, County Mental Health and/or Drug and Alcohol Administrator meet.
- Step 4. Chief School Administrator/Superintendent, Office of Mental Health Community Program Manager or Office of Drug and Alcohol Programs Representatives, and Pennsylvania Network for Student Assistance Services' Regional Coordinator meet.
- Step 5. Commonwealth SAP Interagency Committee meets.

Note: The personnel indicated at each step do not preclude the inclusion of other individuals involved with the Student Assistance Program.

SECTION E: Agreement Terms

As a result of this agreement, SAP liaisons from the agency, are school officials and thus have a legitimate educational interest in participating as full members of the SAP Team.

This agreement will be in force throughout the 18-19 contract year. Effective dates of this agreement are August 15, 2018 through June 15, 2019. Agreements will be renewed on a yearly basis. Should either party choose to be released from this agreement, written notification must be made within thirty (30) days of termination to all parties whose signatures appear on this document. This agreement can be amended by mutual agreement of both parties.

FOR SCHOOL DISTRICT

Superintendent

Date

Team

Date

FOR PROVIDER

Pam Weaver

VP of Child and Family Services

5/16/18

Date

Core Team Representatives

Date



SCHOOL BASED THERAPEUTIC SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this 1st day of August 2018 by and between Wesley Family Services and the Shaler Area School District (“School District”), (collectively, the “Parties”);

WHEREAS, Wesley Family Services is a nonprofit organization that provides a variety of mental health services to children, youth, and adults in our community; and

WHEREAS, School District has identified a need for the provision of mental health services at its educational locations; and

WHEREAS, School District desires to contract with Wesley Family Services for the provision of services described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and intending to be legally bound hereby, the Parties agree as follows:

1. Services Provided by Wesley Family Services. During the Term of this Agreement, Wesley Family Services shall provide the following:
 - (a) Professional services of a mental health therapist (s) with a minimum of a masters level degree and relevant past professional experience. The professional services provided by the therapist(s) are set forth in the Scope of Work, which is attached hereto, incorporated herein by reference as though fully set forth and marked as Appendix A. The Parties acknowledge and agree that the therapists shall exercise independent professional judgment and School District shall not impair, restrict or intrude upon such professional judgment so long as such judgment is exercised consistent with the requirements of Section 7 below, regarding compliance with applicable laws and regulations.

- (b) Subject to other provisions of this Agreement, the therapist(s) shall generally be available to the School District on a five (5) days per week basis (Monday through Friday) during the school year. For purposes of this Agreement the term “school year” shall mean the thirty-six week period commencing on or about August 22, 2018. The hours of service listed above are general in nature and are subject to the therapists’ absence in accordance with Wesley Family Services’ policies regarding sick time, paid time off, training and education.
- (c) The Parties acknowledge and agree that Wesley Family Services shall ensure that the therapist(s) provided under this Agreement is (are) sufficiently trained, licensed, and certified throughout the terms of this Agreement. The decision regarding which therapist(s) will be assigned to School District will be made in collaboration with the School District and upon agreement of both Parties, with the understanding that selection will be based upon School District needs and Wesley Family Services’ personnel needs, availability, and qualifications. In the event School District is dissatisfied with a particular therapist, or has other concerns regarding the performance of any individual, School District shall contact Wesley Family Services’ clinical leadership for resolution as set forth in Section 6 below regarding communications.
- (d) Supervision of the therapist(s) and clinical input from Wesley Family Services’ clinical leadership up to a maximum of three (3) hours per week during the school year and as reasonably needed during School District’s summer recess.
- (e) Additional professional personnel as mutually agreed upon by the Parties as may be from time to time necessary.

2. Location of Wesley Family Services. The professional services described in Section 1 above shall be provided in such location(s) as set forth in Appendix B, which is attached hereto and incorporated herein by reference as though fully set forth.
3. Covenants of School District. School District covenants and agrees to provide, at its sole cost and expense, the following:
 - (a) All classroom, office and other space reasonably necessary to provide the services described herein in a professional, safe, and confidential manner. Without limiting the foregoing, School District shall ensure that the Wesley Family Services therapist(s) shall at all times have access to a private location for confidential communications as may be warranted by the nature of the services and the particular students' needs pursuant to this Agreement. School District shall ensure that all space provided pursuant to this Agreement is maintained in a clean and safe manner, normal wear and tear excepted. All such space shall be appropriate for the professional services provided. Prior to the start of school, School District shall consult Wesley Family Services as to the anticipated space needs and the specifications for the space to be used.
 - (b) Information technology necessary for the performance of the services contemplated herein including, but not limited to, e-mail and computer systems comparable to those provided to School District's teaching and administrative staff.
 - (c) Access to a dedicated phone with voicemail capability.
 - (d) Such office and other supplies related to the performance of the services contemplated herein.
 - (e) Administrative, clerical and secretarial support similar to that extended to School District teachers.

- (f) Assistance and cooperation by School District's staff in the development and implementation of the mental health therapist role described herein and in Appendix A.
 - (g) Copies of all pertinent School District policies and procedures impacting the services to be furnished hereunder including, but not limited to, policies and procedures regarding mandated reporting to state agencies, confidentiality of records, "lock-down" procedures, anti-discrimination, and anti-harassment.
4. Documentation. Wesley Family Services shall provide to School District, prior to the assignment of any personnel for the provision of services under this Agreement, all certifications, licenses, criminal background checks and child abuse reports as required by law. Wesley Family Services shall also furnish to School District proper documentary evidence of liability insurance coverage during the contract period, with limits of liability not less than \$1,000,000.00 per person, \$1,000,000.00 per occurrence for personal injury, and \$1,000,000.00 per occurrence for property damage, or a combined single limit of not less than \$1,000,000.00.
5. Student Records. All reports, records, or similar documentation regarding students prepared by Wesley Family Services and provided to the School District shall be the property of the School District, and School District assumes all responsibility for any liability regarding such records including, without limitation, the duty to maintain and store such records as require by applicable law; provided, however, that all psychotherapy notes or other clinical documentation prepared by Wesley Family Services therapist(s) shall remain and at all times be considered the property of Wesley Family Services, and Wesley Family Services assumes all responsibility for the maintenance and storage of those records. School District will provide Wesley Family Services in its

capacity as a contractor of School District with full access to such records as may be necessary to provide the services contemplated by this Agreement.

6. Communications. For purposes of any communication regarding compliance with this agreement, changes or amendments proposed hereto, expansion or other changes in services provided hereunder, or any material question, issue, complaint, or claim arising under or connected with this Agreement, such communication shall be directed to the Director of School Based Behavioral Health Services at Wesley Family Services and to the Superintendent of School District or his/her designee. All such communications shall be made in a collegial and professional manner and the Parties shall use reasonable best efforts to ensure that communication between the Parties and their employees or agents is optimized for the effective performance of the services, duties and responsibilities set forth in this Agreement.

7. Compliance with Applicable Law.

(a) Wesley Family Services and its officers, directors, agents, employees, and assigns shall observe and comply with all applicable federal and state laws and regulations including, but not limited to, the provisions of the Individuals with Disabilities Education Act (IDEA), the Pennsylvania Public School Code, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Pennsylvania Mental Health Procedures Act and all other applicable laws, rules, regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by Wesley Family Services.

(b) School District and its officers, directors, agents, employees, and assigns shall observe and comply with all applicable federal and state laws and regulations including, but not limited to, the provisions of IDEA, the Pennsylvania Public School Code, FERPA,

HIPAA, Pennsylvania Mental Health Procedures Act and all applicable laws rules, regulations and requirements of any and all governmental bodies having jurisdiction over the School District.

(c) The Parties acknowledge and agree that their cooperation and collaboration may be required to ensure that each party is able to comply with this Section and therefore the Parties agree that they will, when reasonably necessary, assist each other in complying with applicable laws and regulations, including but not limited to cooperating with relevant audits, on-site inspections, or other regulatory or compliance requirements of any and all governmental bodies having jurisdiction over either of the Parties.

8. Mandated Reporting. Both parties are subject to the Pennsylvania Child Protective Services Act (the “Act”) and are mandated reporters under such Act. Accordingly, when a Wesley Family Services therapist suspects that a child has been subject to abuse as defined in the Act, the therapist shall follow Wesley Family Services’ policies and procedures related to the Act. Wesley Family Services reserves the right to file a report with appropriate government officials in the event that Wesley Family Services believes that the Act requires such a report or that the best interests of a child demand it. Wesley Family Services shall inform the School District of filing any report in accordance with this Section.

9. Payment for Wesley Family Services. School District agrees to pay Wesley Family Services the amount of \$3,600.00 (\$100/hour x 36 hours) for the services rendered in connection with this Agreement. Such payment shall be made in two (2) equal installments of \$1,800.00 each with the first installment payment payable on or before the first (1st) day of September 2018, and the second installment payment to be paid on or before the first

(1st) day of January 2019. A late payment charge of 1% per month on any unpaid balance will be applied to any account that is over 15 days due. School District shall also reimburse Wesley Family Services for any out-of-pocket expenses related to the services provided hereunder for which prior approval has been obtained from School District. Notwithstanding anything herein to the contrary, if, as of the commencement date set forth in Section 11 below, the Parties have not identified mutually agreeable therapist(s) to be assigned to School District, the Parties shall negotiate in good faith to adjust the payment amount set forth in this Section to reflect such delay, to be evidenced through a written addendum to this Agreement signed by both Parties. The Parties expressly agree that failure to identify mutually agreeable therapist(s) as of the commencement date shall not constitute a material default of this Agreement.

10. Liability. The Parties each agree to indemnify and hold harmless the other party (the “Indemnified Party”) and the Indemnified Party’s officers, directors, employees and agents from and against all claims, damages, losses, costs, causes of action, expenses (including reasonable attorney’s fees) and liabilities arising out of or as a result of the negligent act or omission of the indemnifying party or its employees or agents.
11. Conflict Resolution. A “conflict” 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. The collaborative resolution process is as follows:
 - a) The parties to this Agreement will have equal responsibility for the identification and resolution of conflicts that may arise in its implementation.

- b) Conflict resolution will occur at the earliest opportunity and at the most appropriate administrative level.
- c) 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. Each party shall have a supervisory staff or upper level management present for such meeting.

12. Term/Termination. This Agreement will be effective for a period of one (1) year commencing on August 22, 2018. In the event of a material default by a party, either party has the right to terminate the Agreement upon the provision of thirty (30) days written notice of intent to terminate; provided, however, the breaching party shall have thirty (30) days from the receipt of such notice to cure or remedy the material default. If such material default is not cured or remedied during such thirty day period, the non-breaching party shall have the right to terminate at its sole discretion. A material default includes, but is not limited to, the following conditions:

- a. Wesley Family Services fails to begin work in accordance with the terms of this Agreement, except as described in Section 9; or
- b. Wesley Family Services abandons the services to be undertaken; or
- c. Wesley Family Services assigns, transfers, conveys, or otherwise disposes of this Agreement in whole or in part without prior approval of the School District; or
- d. Either of the Parties violates any of the provisions of this Agreement or any applicable laws, ordinances, permits, licenses, or regulations.

13. Relationship of Parties. It is understood by the Parties that Wesley Family Services is an independent contractor, and the therapist(s) providing services hereunder is (are) not an employee of School District. School District will not provide fringe benefits, including

health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Wesley Family Services.

14. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the Parties.
15. Modification, Amendment or Waiver. Modifications, amendments, or waivers of any provision of this Agreement may only be made upon the written mutual consent of the Parties. Such modifications, amendments, or waivers shall be signed by the Parties, and shall be added to the Agreement in the form of an Appendix, Attachment, exhibit, Amendment or Waiver, and shall form an integral part of the understandings and agreements between the Parties and are as such a part of the Agreement.
16. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. Non-Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. Applicable Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law principles.

19. Authority to Contract. The Parties represent and warrant to each other that they have the requisite power and authority to execute and enter into this Agreement and to perform hereunder and that all necessary actions and approvals have been duly obtained.
20. Force Majeure. In the event either party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, natural disaster, fire, strike, weather, acts of terrorism, or labor strife or strikes, such performance shall be excused for the period of such delay.
21. No Third Party Rights. Nothing in this Agreement shall be interpreted or construed as creating or giving rise to any rights in any third party other than the Parties hereto.
22. Construction. The Parties acknowledge and agree that this Agreement is the product of their mutual negotiation and neither this Agreement nor any provision hereof shall be interpreted or construed against a party as its maker or drafter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above first written.

Shaler Area School District

Date: _____

By: _____

Date: _____

By: _____

Wesley Family Services

Date: _____

By: *Paul Weaver*

Date: _____

By: *5/10/18*

APPENDIX A

Scope of Work

The Wesley Family Services School Based Behavioral Health program is specifically designed to integrate education and mental health services. Drawing upon unique expertise from various disciplines, the program provides a means of reducing barriers to learning while reinforcing positive strategies in an individualized manner for each child. A team approach is fostered with school personnel, the student and the family and the services are tailored to meet the unique needs of the student. Various models of therapeutic support are possible and the goal of the program is to provide a flexible and integrated model specifically accommodative to the school's climate and culture. Close interaction between the Wesley Family Services therapist and the school's staff is central to the success of the program.

The following services are the core of the Wesley Family Services to be provided under the foregoing Agreement:

1. Assessment of the behavioral health needs of students identified by the School District and assigned to the Wesley Family Services therapist (hereinafter, "Identified Students").
2. Develop a specific plan of service for Identified Students.
3. Implement the plan of service, including furnishing behavioral health support and psycho-education services.
4. Provide education and support to families of Identified Students.
5. As necessary from time to time, provide crisis support during school hours.
6. Facilitate the development and implementation of a wellness, crisis and/or relapse prevention plan.
7. Apply therapeutic intervention techniques with Identified Students consistent with CPI training, the Behavioral Support Plan, and policies of the School District.
8. Develop specific plans for Identified Students returning to school from a partial hospitalization program and other higher levels of care.
9. Provide consultation and education services to School District staff, including explanations of the implications of a mental health diagnosis as it impacts learning.
10. Develop specific strategies and adaptations to promote student education success.
11. Upon request, furnish observations, consultation and interventions related to special education students in designated Emotional Support Classrooms.

12. Participate as reasonably requested in various activities (by way of example, school open houses, parent-teacher meetings, staff meetings, evening meetings, and before school meetings with teachers).
13. Facilitate collaboration of services of various human services agencies assisting in the furnishing of services for Identified Students.

APPENDIX B

Location of Services

Services provided by Wesley Spectrum will be provided at:

South Allegheny High School
2743 Washington Blvd.
McKeesport, PA 15133

South Allegheny Middle School
1707 Washington Blvd.
McKeesport, PA 15133

Contract of Service

THIS CONTRACT OF SERVICE is made and entered into this _____ day of _____, 2018 by and between the **Pennsylvania Educators' Clearinghouse, PA-Educator.net**, (hereinafter referred to as "Clearinghouse").

SHALER AREA SCHOOL DISTRICT - Educational Entity (hereinafter referred to as "Educational Entity").

WITNESSTH:

WHEREAS, the Educational Entity is interested in accepting applications for employment by Professional and Non-Certificated employees via the Internet; and

WHEREAS, the Clearinghouse has developed a web site for providing said services.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

- The Educational Entity agrees to review and consider applications for employment for professional and non-certificated employees through a web site provided by the Clearinghouse.
- The Clearinghouse shall assign a password and identification number to the Educational Entity for access to the web site.
- The Educational Entity agrees that the password and identification number shall be used solely by the Educational Entity for purposes contained herein and shall not be distributed to any other school Educational Entity, organization, or individual.
- The Educational Entity agrees that the Clearinghouse shall charge an annual user fee to the Educational Entity for use of the web site. The user fee will be \$3,000.00 and cover the time period, July 1, 2018, through June 30, 2019. The parties agree that the Clearinghouse shall submit an invoice to the Educational Entity annually as notice of the fee owed by the Educational Entity. If the Educational Entity is not satisfied with the amount of the invoice for any reason, the Educational Entity has the right to cancel this Agreement upon accrued payment in full with no further obligation to the Clearinghouse.

- The Clearinghouse shall indemnify, hold harmless, and defend Educational Entity, its Board, officers, employees, and agents from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of or in any way connected with the performance of Clearinghouse’s obligation under this Agreement except as the same may be caused by the negligence of the Educational Entity, its employees, agents, or invitees and as otherwise contained herein.

- Educational Entity shall indemnify, hold harmless, and defend Clearinghouse, its Board, officers, employees, and agents from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of the Educational Entity’s misuse of information obtained through the web site including, but not limited to, (i.) any violation of the privacy rights of the applicant, (ii.) unauthorized distribution or use of the assigned password and identification number, or (iii.) discriminatory hiring practices by the Educational Entity.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year above first written.

WITNESS:

PA-EDUCATOR.NET

ATTEST:

**SHALER AREA SCHOOL DISTRICT-
EDUCATIONAL ENTITY**

Board Secretary

BY:

Board President

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.

7. College, University, or Professional Sports Teams

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.**

3. Guidelines

The use of school facilities shall not be granted for any purpose which is prohibited by law.

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.

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.

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**.

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.

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.

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.

+

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,

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:

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.

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.

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:

| <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 | _____ |

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.

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:

| | |
|--|-------------|
| 7. Auto Liability | \$1 Million |
| 8. Umbrella Liability | |
| 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 Field Artificial 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.

SHALER AREA SCHOOL DISTRICT

No: 404

SECTION: PROFESSIONAL EMPLOYEES

TITLE: EMPLOYMENT OF SUPPLEMENTAL EMPLOYEES

ADOPTED: SEPTEMBER 16, 1998

REVISED: JUNE 16, 1999; JULY 18, 2007; DECEMBER 3, 2014; APRIL 19, 2017

| 404. EMPLOYMENT OF SUPPLEMENTAL CONTRACT EMPLOYEES | |
|--|---|
| 1. Purpose | <p>The Board recognizes the importance of securing personnel to fill all vacant supplemental contract positions within the school district. To that end, the Board commits itself to a policy which recognizes that the first and over-riding consideration in filling such positions is to select the best-qualified candidate.</p> |
| 2. Authority | <p>The supplemental contract positions and compensation are set forth in the master contract between the district and the Shaler Area Education Association under Appendix C.</p> <p>The board retains its sole discretion to add or delete activities and its sole discretion to assign or remove the person or persons appointed to supplemental contract positions without limitation when it deems it necessary to do so and to assign or remove the person or persons appointed to such positions when it deems it to be in the best interest of the activity or the education system to do so.</p> |
| 3. Guidelines | <p><u>Posting/Advertisement of Vacancies</u></p> <p>When a supplemental contract position becomes vacant or a new position is approved, then it is the responsibility of the building activity or athletic director to either post the vacancy and provide all of the information relevant to the vacancy, or to request the Office of Human Resources to post it. A posting system shall be used to make all of those who are presently employed by the district aware of the vacant position. Applications or inquiries by persons not employed by the district will be accepted until the closing date specified on the posting. When additional applications are deemed necessary, the news media may be used to advertise supplemental contract vacancies. It may include local, suburban, and city newspapers as well as various association publications.</p> <p><u>Application Files</u></p> <p>Application files for persons applying for supplemental contract positions will be maintained by the Office of Human Resources. No candidate shall be employed until such candidate has finalized the mandatory background check requirements for criminal history, child abuse, and FBI fingerprinting, and the District has evaluated the results of that screening process. However, the candidate can begin employment while these various background checks are being processed. When possible, the candidate should provide a copy of applications and money orders submitted.</p> <p><u>Preliminary Screening of Application Files</u></p> <p>The building principal and/or building athletic or activity coordinator will review the application files to recommend the applicants to be interviewed. The Superintendent or</p> |
| SC 111 23 Pa. CSA 6301 20 U.S.C. Sec. 1681 et seq 42 U.S.C. Sec. 2000 et seq Pol. 104 | |

designee shall reserve the right to be part of the process. Applicants will be selected for interviews based upon qualifications specified in the vacancy notice.

Initial Interviews

Initial interviews will be conducted by the building principal and/or the building activity or athletic director. Additional persons can be added to the interview committee at the direction of either the building principal or the Superintendent.

Confidential Telephone Reference Checks

Confidential telephone reference checks for applicant(s) considered for recommendation for employment to the Board will be conducted by either the building principal, the building activity or the athletic director. When possible, at least two (2) confidential telephone reference checks will be completed with current or former supervisors of the applicant(s) being considered for employment.

Evaluation

The building principal and/or the building activity or athletic director will meet with the head coach or sponsor of a club or activity prior to the beginning of the athletic season or program year for the purpose of establishing goals for the activity or sport. At the conclusion of the season or program year, the same supervisor will meet with the head coach or sponsor of the club or activity and share the completed district's evaluation form which will include a review of goals established for the sport or activity.

The evaluation shall be completed within 60 calendar days after the close of the athletic season or the club or activity program year.

Board Appointments

Except as provided below, all appointments to coaching positions and activity sponsorships shall be for the period of one school year. With the objective of promoting program stability, initial appointments to supplemental head coaching positions shall be for a two year period; thereafter, any renewals shall be for the period of one school year. Accordingly, the Board may authorize the posting of positions or advertise for applications annually. The Board also retains the discretion to appoint an incumbent to a supplemental contract position without posting or advertising.

~~Upon initial hiring for a supplemental head coaching position, the candidate shall be granted a two year contract. If he/she receives a satisfactory evaluation at the end of the first contract year, a one year contract extension will be recommended to the board for approval. The one year extension shall be based on the recommendation of the athletic director, the evaluation, and the coach's performance in light of the established goals for the preceding sports season and contingent upon board approval. Subsequent appointments to a one year term will follow the same criteria, and where reappointments are for a one year term, a plan for improvement may be implemented~~

~~as a means of strengthening the coach's performance.~~

~~All other appointments to coaching positions and activity sponsorship shall be for one year. Accordingly, the Board may authorize the posting of positions annually. The Board also retains the discretion to appoint an incumbent to a supplemental contract position without advertising.~~