

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Disbursements (Fund 10) – May 2024

PENDING

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Disbursements (Fund 31) – May 2024

PENDING

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Finance Report – April 2024

FOX CHAPEL AREA SCHOOL DISTRICT

Fund 10 Financial Report for the Month of:
April, 2024

FISCAL YEAR 2023-2024

REVENUES	ORIGINAL BUDGET	ADJUSTED BUDGET	Budget Change	CURRENT MONTH RECEIPTS*	FISCAL YEAR TO DATE**
Balance Sheet Receipts				\$ 63,731.97	
1000 - Instruction				\$ 21,034.85	
2000 - Support Services				\$ 7,708.71	
3000 - Non-Instructional				\$ -	
4000 - Facilities				\$ -	
5000 - Other Financing Uses				\$ -	
Total Expenditure Contras				\$ 28,743.56	
6000-Local Revenue -	\$ 88,897,430	\$ 89,015,296	\$ 117,865.99	\$ 1,360,756.10	\$ 84,790,781.24
7000-State Revenue -	\$ 22,903,894	\$ 23,248,705	\$ 344,811.42	\$ 776,999.47	\$ 14,651,020.09
8000-Federal Revenue -	\$ 1,305,876	\$ 2,331,421	\$ 1,025,544.63	\$ 100,903.65	\$ 2,160,330.14
9000-Other Financing Sources -	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ 65,484.20
Unassigned FB/Reserve	\$ 1,500,000	\$ 952,666	-\$ 547,334.15		
TOTAL REVENUES/RECEIPTS	\$ 114,667,200	\$ 115,608,088	\$ 940,888	\$ 2,331,134.75	\$ 101,667,615.67
				\$ -	
EXPENDITURES	ORIGINAL BUDGET	ADJUSTED BUDGET	Budget Change	CURRENT MONTH DISBURSEMENTS*	FISCAL YEAR TO DATE**
Balance Sheet Accounts -				\$ 5,783,397.76	
1000-Instruction -	\$ 69,076,580	\$ 69,620,281	\$ 543,700.82	\$ 402,171.45	\$ 65,448,241.35
2000-Support Services -	\$ 33,256,913	\$ 33,908,495	\$ 651,582.43	\$ 1,059,971.22	\$ 29,957,165.25
3000-NonInstructional Services -	\$ 3,178,849	\$ 3,229,367	\$ 50,517.73	\$ 124,316.66	\$ 3,111,105.06
4000-Facilities (Buildings/Sites) -	\$ 501,934	\$ 1,051,934	\$ 550,000.00	\$ 52,256.54	\$ 851,967.12
5000-Other Financing Uses -	\$ 7,858,943	\$ 8,458,943	\$ 600,000.00	\$ 87,008.02	\$ 8,220,690.99
6000-Local Revenue -				\$ 64,975.21	
7000-State Revenue -				\$ -	
8000-Federal Revenue -				\$ -	
9000-Other Financing Sources -				\$ -	
Budgetary Reserve	\$ 1,500,000	\$ 952,666	-\$ 547,334.15	\$ -	
TOTAL DISBURSEMENTS	\$ 115,373,219	\$ 117,221,686	\$ 1,848,467	\$ 7,574,096.86	\$ 107,589,169.77
Net Change	-\$ 706,019	-\$ 1,613,598	-\$ 907,579	\$ -	as of 5.8.24
NET INCREASE (DECREASE) TO G/L CASH (Cash Accounts)				-\$ 5,242,962.11	

*Current Month Receipts & Disbursements reflect actual money taken in or paid out during the month. They may not necessarily be attributed to the current fiscal year.

** Fiscal Year to Date totals reflect actual allocations for current Fiscal Year, including all adjusting entries. Expenditures include encumbrances.

FOX CHAPEL AREA SCHOOL DISTRICT

INVESTMENT ACCOUNTS										
PSDLAF - INVESTMENTS PLGIT INVEST										
FUND 10 BANK RECONCILIATION FOR THE MONTH OF:										
APRIL, 2024										
TOTAL G/L CASH ACCT										
ADJUSTMENTS										
FNB - GENERAL										
FNB - TAX										
FNB - ATHLETIC										
PSDLAF MAX										
FNB - MM										
STARTING BANK BALANCE:										
Starting Cash Balance	\$5,312,146.23		\$1,800,000.00	\$131,148.62	\$13,176.44	\$3,367,821.17	\$4,021,809.32	\$35,559,523.88	\$3,905,099.16	\$484,578.79
Sweep Balance	\$4,793,249.75		\$4,793,249.75			\$0.00				
Total Starting Cash Balance	\$10,105,395.98		\$6,593,249.75	\$131,148.62	\$13,176.44	\$3,367,821.17	\$4,021,809.32	\$35,559,523.88	\$3,905,099.16	\$484,578.79
Outstanding Checks	\$199,226.12		\$199,226.12		\$0.00					
Outstanding Payroll			\$10,018.57							
Bank Statement Adjustment (+ / -)	\$0.00		\$0.00	\$0.00	\$0.00					
TOTAL	\$9,906,169.86		\$6,394,023.63	\$131,148.62	\$13,176.44	\$3,367,821.17	\$4,021,809.32	\$35,559,523.88	\$3,905,099.16	\$484,578.79
STARTING BALANCE SHEET:										
Starting B/S Balance	\$9,906,169.86		\$6,394,023.63	\$131,148.62	\$13,176.44	\$3,367,821.17	\$4,021,809.32	\$35,559,523.88	\$3,905,099.16	\$484,578.79
Prior Balance Sheet Adj*	\$0.00									
TOTAL ADJUSTED STARTING BALANCE SHEET	\$9,906,169.86		\$6,394,023.63	\$131,148.62	\$13,176.44	\$3,367,821.17	\$4,021,809.32	\$35,559,523.88	\$3,905,099.16	\$484,578.79
(BANK)DEPOSITS/ADDITIONS										
Investment /Redemption	\$12,701,897.78					\$12,701,897.78	\$0.00	\$3,998,365.15	\$0.00	\$0.00
Fund 10 Bank Transfers	\$10,076,641.17		\$10,076,641.17	\$0.00	\$0.00	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$0.00
Intrafund Transfers	\$110,054.41		\$0.00	\$0.00	\$0.00	\$110,054.41	\$0.00	\$0.00	\$0.00	\$0.00
Deposits	\$2,136,683.29	\$0.00	\$224,969.44	\$1,033,587.98	\$222.75	\$877,903.12	\$0.00	\$0.00	\$0.00	\$0.00
Interest/Dividends	\$194,451.46	\$0.00	\$4,241.11	\$315.45	\$15.99	\$20,568.96	\$25,822.66	\$124,947.32	\$16,370.46	\$2,169.51
TOTAL ADDITIONS	\$25,219,728.11	\$0.00	\$10,305,851.72	\$1,033,903.43	\$238.74	\$13,710,424.27	\$3,025,822.66	\$4,123,312.47	\$16,370.46	\$2,169.51
G/L)CURRENT REVENUES/RECEIPTS:										
Investment /Redemption						\$12,701,897.78	\$0.00	\$3,998,365.15	\$0.00	
Fund 10 Bank Transfers	\$13,076,641.17		\$10,076,641.17	\$0.00	\$0.00	\$0.00	\$3,000,000.00		\$0.00	
Intrafund Transfers	\$110,054.41		\$0.00	\$0.00	\$0.00	\$110,054.41	\$0.00	\$0.00	\$0.00	
Balance Sheet Receipts	\$63,731.97		\$63,731.97	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
1000 - Instruction	\$21,034.85		\$21,034.85	\$0.00	\$0.00	\$0.00	\$0.00			
2000 - Support Services	\$7,708.71		\$7,708.71	\$0.00	\$0.00	\$0.00	\$0.00			
3000 - Non-Instructional	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
4000 - Facilities	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
5000 - Other Financing Uses	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Total Expenditure Contras	\$28,743.56		\$28,743.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6000-Local Revenue -	\$1,360,756.10	\$0.00	\$136,735.02	\$1,033,903.43	\$238.74	\$20,568.96	\$25,822.66	\$124,947.32	\$16,370.46	\$2,169.51
7000-State Revenue -	\$776,999.47	\$0.00	\$0.00	\$0.00	\$0.00	\$776,999.47	\$0.00			
8000-Federal Revenue -	\$100,903.65		\$0.00	\$0.00	\$0.00	\$100,903.65	\$0.00			
9000-Other Financing Sources -	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TOTAL REVENUES/RECEIPTS	\$15,407,775.92	\$0.00	\$10,305,851.72	\$1,033,903.43	\$238.74	\$13,710,424.27	\$3,025,822.66	\$4,123,312.47	\$16,370.46	\$2,169.51
TOTAL REVENUES FOR DISBURSEMENT	\$2,331,134.75	\$0.00	\$229,210.55	\$1,033,903.43	\$238.74	\$898,472.08	\$25,822.66	\$124,947.32	\$16,370.46	\$2,169.51
Difference	\$0.00		-\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DEDUCTIONS:										
A/P Checks Written	\$1,844,622.87		\$1,844,622.87							
A/P Checks Voided	\$5,401.95		\$5,401.95							
TOTAL A/P CHECKS	\$1,839,220.92		\$1,839,220.92							
Wire Transfers	\$2,959,039.53		\$1,960,094.94	\$0.00	\$5,000.00	\$993,944.59	\$0.00		\$0.00	
Payroll Wire Transfers	\$240,905.78		\$240,905.78							
Net Salaries	\$2,534,870.12		\$2,534,870.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Returned Item	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bank Fees	\$60.51	\$0.00	\$0.00	\$0.00	\$60.51	\$0.00	\$0.00	\$0.00		
TOTAL A/P FOR DISBURSEMENT	\$7,574,096.86	\$0.00	\$6,575,091.76	\$0.00	\$5,060.51	\$993,944.59	\$0.00	\$0.00	\$0.00	\$0.00
Journal Entry Reclass	\$0.00		\$0.00							
Investment Purchase	\$16,700,262.93					\$3,998,365.15	\$0.00	\$12,701,897.78	\$0.00	\$0.00
Direct Deposit ACH	\$2,524,471.52		\$2,524,471.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returned Payroll	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 10 Bank Transfers	\$13,076,641.17		\$3,000,000.00	\$1,054,831.86	\$0.00	\$6,000,000.00	\$3,021,809.31			
Intrafund Transfers	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Deductions for Ledger	\$39,634,566.70	\$0.00	\$9,564,693.16	\$1,054,831.86	\$5,060.51	\$10,992,309.74	\$3,021,809.31	\$12,701,897.78	\$0.00	\$0.00
CURRENT DISBURSEMENTS:										
Balance Sheet Accounts -	\$5,783,397.76	\$0.00	\$4,789,453.17	\$0.00	\$0.00	\$993,944.59	\$0.00	\$0.00	\$0.00	\$0.00
1000-Instruction -	\$402,171.45	\$0.00	\$402,171.45	\$0.00	\$0.00	\$0.00				
2000-Support Services -	\$1,059,971.22	\$0.00	\$1,059,971.22	\$0.00	\$0.00	\$0.00			\$0.00	
3000-NonInstructional Services -	\$124,316.66	\$0.00	\$119,256.15	\$0.00	\$5,060.51	\$0.00				
4000-Facilities (Buildings/Sites) -	\$52,256.54	\$0.00	\$52,256.54	\$0.00	\$0.00	\$0.00				
5000-Other Financing Uses -	\$87,008.02	\$0.00	\$87,008.02	\$0.00	\$0.00	\$0.00			\$0.00	
6000-Local Revenue -	\$64,975.21		\$64,975.21	\$0.00	\$0.00	\$0.00				
7000-State Revenue -	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00				
8000-Federal Revenue -	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00				
9000-Other Financing Sources -	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00				
TOTAL DISBURSEMENTS	\$7,574,096.86	\$0.00	\$6,575,091.76	\$0.00	\$5,060.51	\$993,944.59	\$0.00	\$0.00	\$0.00	\$0.00
Difference	-\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTMENTS										
Prior Month Voids	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00				
Bank Adjustments	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00				
Returned Items	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00				
CLEARED CHECKS										
Payroll Checks	\$12,976.92		\$12,976.92							
Sungard System	\$1,911,582.83		\$1,911,582.83		\$0.00					
TOTAL CLEARED CHECKS	\$1,924,559.75	\$0.00	\$1,924,559.75	\$0.00	\$0.00	\$0.00				
Payroll Vendor Sweep	\$240,905.78		\$240,905.78							
Direct Deposit ACH			\$2,524,471.52							
Wire Transfers			\$4,960,094.94	\$1,054,831.86	\$5,060.51	\$10,992,309.74	\$3,021,809.31	\$0.00	\$0.00	\$0.00
TOTAL CLEARED TRANSACTIONS	\$2,165,465.53	\$0.00	\$9,650,031.99	\$1,054,831.86	\$5,060.51	\$10,992,309.74	\$3,021,809.31	\$0.00	\$0.00	\$0.00
GENERAL LEDGER BALANCE (Cash Acct)										
Outstanding Payroll Checks	\$7,440.25		\$7,440.25							
*Athletic Activity Reclass Adjustment	\$0.00									
ADJUSTED GENERAL LEDGER BALANCE	\$13,334,156.08		\$7,129,645.52	\$110,220.19	\$8,354.67	\$6,085,935.70	\$4,025,822.67	\$26,980,938.57	\$3,921,469.62	\$486,748.30
NET INCREASE (DECREASE) TO G/L CASH	\$3,427,986.22		\$735,621.89	-\$20,928.43	-\$4,821.77	-\$1,280,250.62	\$4,013.35	-\$21,280,483.09	\$16,370.46	\$2,169.51

Revenue Report – PENDING

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Budget Transfers

Budget Transfers for Approval 6/10/2024					
Budget Code to Transfer FROM		Budget Code to Transfer TO		Budget Transfer Reason	Transfer Amount
Internal Transfers (transfers within same function and sub-object)					
1014200002910000 640	SUMMER PROG-DMS (Books)	1014200002910000 610	SUMMER PROG-DMS (General Supplies)	To cover added costs for additional supplies	\$634.94
External Transfers (transfers between functions and/or objects)					
1022710001900000 329	STF DEV-ELEM (Professional Services)	1022710000000000 610	STF DEV (General Supplies)	To cover added costs for additional supplies	\$316.79
1011100003912270 513	REG ED-HS-TECHED (Transportation)	1011100003912270 610	REG ED-HS-TECHED (General Supplies)	Reallocate to cover added costs	\$207.58
1011100003912270 432	REG ED-HS-TECHED (Repairs)	1011100003912270 610	REG ED-HS-TECHED (General Supplies)	Reallocate to cover added costs	\$1,275.08
1011100003912270 810	REG ED-HS-TECHED (Dues & Fees)	1011100003912270 658	REG ED-HS-TECHED (Tech Supplies)	Reallocate to cover added costs	\$450.00
1011100003912270 635	REG ED-HS-TECHED (Meals & Refreshments)	1011100003912270 658	REG ED-HS-TECHED (Tech Supplies)	Reallocate to cover added costs	\$68.28
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003312560 610	ATH-GR9-BASE (General Supplies)	Reallocate to cover added costs	\$1,554.80
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003412554 610	ATH-JV-B-LAX (General Supplies)	Reallocate to cover added costs	\$920.50
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003412556 610	ATH-JV-B-SCCR (General Supplies)	Reallocate to cover added costs	\$222.20
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003412559 610	ATH-JV-B-VOLY (General Supplies)	Reallocate to cover added costs	\$11.99
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003412560 610	ATH-JV-BASE (General Supplies)	Reallocate to cover added costs	\$1,554.80
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003412569 610	ATH-JV-G-SCCR (General Supplies)	Reallocate to cover added costs	\$222.20
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003412574 610	ATH-JV-SOFTBALL (General Supplies)	Reallocate to cover added costs	\$874.54
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912000 610	ATHLETIC-HS (General Supplies)	Reallocate to cover added costs	\$7,387.92
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912551 610	ATH-V-B-BSKT (General Supplies)	Reallocate to cover added costs	\$351.73
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912554 610	ATH-V-B-LAX (General Supplies)	Reallocate to cover added costs	\$920.50
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912574 610	ATH-V-SOFTBALL (General Supplies)	Reallocate to cover added costs	\$874.56
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912555 610	ATH-V-B-SWIM (General Supplies)	Reallocate to cover added costs	\$64.43
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912558 610	ATH-V-B-TRCK (General Supplies)	Reallocate to cover added costs	\$13.93
1032500003912000 329	ATHLETIC-HS (Professional Services)	1032500003912571 610	ATH-V-G-TRCK (General Supplies)	Reallocate to cover added costs	\$13.93
1032500002910000 330	ATHLETIC-DMS (Professional Services)	1032500003912556 610	ATH-V-B-SCCR (General Supplies)	Reallocate to cover added costs	\$222.20
1032500002910000 330	ATHLETIC-DMS (Professional Services)	1032500003912557 610	ATH-V-B-TENN (General Supplies)	Reallocate to cover added costs	\$356.75
1032500002910000 330	ATHLETIC-DMS (Professional Services)	1032500003912560 610	ATH-V-BASE (General Supplies)	Reallocate to cover added costs	\$241.78
1032500002910000 330	ATHLETIC-DMS (Professional Services)	1032500003912577 610	ATH-V-G-INDTRK (General Supplies)	Reallocate to cover added costs	\$663.50
1032500002910000 330	ATHLETIC-DMS (Professional Services)	1032500003912563 610	ATH-V-FBALL (General Supplies)	Reallocate to cover added costs	\$105.77
1032500002910000 432	ATHLETIC-DMS (Repairs)	1032500003912563 610	ATH-V-FBALL (General Supplies)	Reallocate to cover added costs	\$208.61
1032500002910000 432	ATHLETIC-DMS (Repairs)	1032500003912568 610	ATH-V-G-SWIM (General Supplies)	Reallocate to cover added costs	\$64.42
1032500002910000 432	ATHLETIC-DMS (Repairs)	1032500003912569 610	ATH-V-B-VOLY (General Supplies)	Reallocate to cover added costs	\$306.20
1032500002910000 432	ATHLETIC-DMS (Repairs)	1032500003912578 610	ATH-V-G-WRESTLING (General Supplies)	Reallocate to cover added costs	\$268.75
1032500002910000 432	ATHLETIC-DMS (Repairs)	1032500003912580 610	ATH-HS-STGTH&COND (General Supplies)	Reallocate to cover added costs	\$355.69
1059000000000000 840	BUDGETARY RESERVE	1051300000000000 880	REFUNDS OF PRIOR YEAR	To cover increased costs in prior year real estate refunds	\$100,000.00
				Subtotal	\$120,734.37

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

2024-2025 Fox Chapel Area School District Food Service Budget

FOOD SERVICE BUDGET	2024-2025	2023-2024	2022-2023	2021-2022	2020-2021
SALES REVENUE					
Student Paid Lunches	\$555,555.00	\$560,162.00	\$463,930.60	\$0.00	\$444,561.58
Student Reduced Lunches	\$0.00	\$1,949.00	\$3,259.35	\$0.00	\$4,025.35
Student Paid Breakfasts	\$0.00	\$0.00	\$19,777.45	\$0.00	\$17,214.31
Student Reduced Breakfasts	\$0.00	\$0.00	\$835.68	\$0.00	\$825.30
Ala Carte Sales	\$360,000.00	\$329,386.00	\$330,589.85	\$323,000.00	\$320,000.00
Adult Sales	\$35,000.00	\$33,318.00	\$31,568.50	\$12,000.00	\$40,000.00
Catering Sales	\$46,000.00	\$46,000.00	\$65,000.00	\$5,000.00	\$50,000.00
Rebate Checks	\$800.00	\$2,596.00	\$2,000.00	\$1,000.00	\$1,600.00
Interest Income FNB	\$1,000.00				
Interest Income (PSLAF)	\$50,000.00	\$40,000.00	\$300.00	\$50.00	\$9,200.00
TOTAL FOOD REVENUE	\$1,048,355.00	\$1,013,411.00	\$917,261.43	\$341,050.00	\$887,426.54
Federal Reimbursement	\$775,000.00	\$817,554.00	\$510,000.00	\$1,015,000.00	\$455,000.00
State Reimbursement	\$240,000.00	\$161,641.00	\$41,000.00	\$53,000.00	\$37,000.00
TOTAL REIMBURSEMENT	\$1,015,000.00	\$979,195.00	\$551,000.00	\$1,068,000.00	\$492,000.00
FICA Reimbursement Credit	\$22,500.00	\$25,578.00	\$20,500.00	\$22,000.00	\$22,000.00
Retirement Reimbursement Credit	\$100,000.00	\$113,681.00	\$108,000.00	\$100,000.00	\$100,000.00
SFA REIMBURSEMENT	\$122,500.00	\$139,259.00	\$128,500.00	\$122,000.00	\$122,000.00
TOTAL Revenues/Reimbursement	\$2,185,855.00	\$2,131,865.00	\$1,596,761.43	\$1,531,050.00	\$1,501,426.54
EXPENSES					
Food/Paper/Chemical Purchased	\$815,000.00	\$808,911.00	\$519,000.00	\$490,320.00	\$454,000.00
Milk Purchased	\$155,000.00	\$149,212.00	\$97,750.00	\$95,000.00	\$90,000.00
Administrative Salaries	\$108,150.00	\$105,000.00	\$104,672.31	\$101,623.61	\$98,663.70
Clerical Wages	\$25,000.00	\$23,000.00	\$22,000.00	\$26,197.60	\$26,000.00
Labor Wages	\$544,024.00	\$506,243.00	\$464,669.54	\$422,746.99	\$421,000.00
Driver Wages	\$36,000.00	\$34,469.00	\$22,748.54	\$27,000.00	\$30,500.00
Sub Service	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Repair of Equipment	\$9,000.00	\$7,500.00	\$3,000.00	\$3,000.00	\$5,000.00
Commodity Delivery	\$4,000.00	\$1,000.00	\$3,000.00	\$800.00	\$2,800.00
Mileage/Travel	\$1,500.00	\$1,000.00	\$900.00	\$1,000.00	\$1,300.00
Equipment	\$50,000.00	\$50,000.00	\$3,000.00	\$5,000.00	\$10,000.00
Pest Control	\$4,000.00	\$4,000.00	\$3,708.00	\$3,756.00	\$3,420.00
Other Expense	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00
Group Insurance	\$110,000.00	\$102,210.00	\$95,000.00	\$95,000.00	\$95,000.00
Workmans Compensation	\$3,000.00	\$3,000.00	\$3,000.00	\$3,509.00	\$3,509.00
Unemployment	\$2,000.00	\$3,000.00	\$0.00	\$1,436.00	\$1,436.00
FICA	\$45,000.00	\$51,156.00	\$41,000.00	\$44,000.00	\$44,000.00
PSERS Retirement	\$200,000.00	\$227,362.00	\$216,000.00	\$200,000.00	\$200,000.00
TOTAL	\$2,122,674.00	\$2,087,063.00	\$1,609,448.39	\$1,530,389.20	\$1,497,628.70
SUBSIDY/RETURN	\$63,181.00	\$44,802.00	(\$12,686.96)	\$660.80	\$3,797.84

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Final 2024-2025 General Fund Operating Budget – Resolution 2024-1

**FOX CHAPEL AREA SCHOOL DISTRICT
RESOLUTION 2024-1**

2024-2025 General Fund Operating Budget

A proposed final budget in the amount of \$119,247,095.00 as presented with 21.5128 mills of real estate tax and to continue all other taxes without change was preliminarily adopted May 6, 2024. The budget was advertised and made available to the public for review and comment for the past 30 days. The Board of School Directors and the administration have reviewed any comments. A budget in the amount of \$119,178,185.00 is presented for final approval.

RESOLVED, that a budget is hereby adopted for the Fox Chapel Area School District in the amount of \$119,178,185.00 for the fiscal year beginning July 1, 2024, and a copy of said budget as finally adopted shall be on record in the office of the Secretary of the Board of School Directors; and be it

FURTHER RESOLVED, that the Fox Chapel Area School District hereby levies and re-enacts a tax for general revenue purposes of 1% on salaries, wages, commissions, and other compensation earned by residents of the Fox Chapel Area School District during the period beginning on July 1, 2024, and ending June 30, 2025, and for each successive fiscal year thereafter and on the net profits earned during said period from business, professions, and other activities conducted by residents of the Fox Chapel Area School District, in the same form as Resolution No. 1969-5 heretofore adopted by the Interim Operating Committee of Fox Chapel Area School District on June 29, 1970; and be it

FURTHER RESOLVED, that the Fox Chapel Area School District hereby levies a realty transfer tax for general revenue purposes of 1% upon the transfer of real estate or on interest in real estate situate within the Fox Chapel Area School District for the period from July 1, 2024, to June 30, 2025, and for each succeeding fiscal year thereafter by the adoption of Resolution No. 1986-2; and be it

FURTHER RESOLVED, that the Fox Chapel Area School District hereby levies and re-enacts a tax for general purposes in the amount of \$10 upon the privilege of engaging in an occupation within the Fox Chapel Area School District in the fiscal year 2024-2025 and in each fiscal year thereafter, in the same form as Resolution No. R-1972-4 heretofore adopted by the Board of School Directors on January 1, 1973; and be it

FURTHER RESOLVED, that the Board of School Directors of the Fox Chapel Area School District, Allegheny County, Pennsylvania, hereby authorizes the appropriation and expenditure of the funds as itemized in the budget for the fiscal year beginning July 1, 2024, the necessary revenue for the same to be provided by the taxes hereinabove levied by the Board of School Directors and by a school tax levy on real estate which is hereby levied and assessed at the rate of twenty-one and fifty-one hundred twenty-eight ten thousandths on the dollar on the total amount of the assessed valuation of all taxable real property in the Fox Chapel Area School District, Allegheny County, Pennsylvania, at the rate of \$21.5128 on each \$1,000 of the assessed calculation of the taxable real property.

Adopted this 10th day of June, 2024, at a regularly scheduled meeting of the Board of School Directors.

ATTEST:

FOX CHAPEL AREA SCHOOL DISTRICT:

By: _____
Kathleen Anuszek
Board Secretary

By: _____
Marybeth Dadd
Board President

Fox Chapel Area School District Budget Summary

	Actual 2021-2022	Actual 2022-2023	Original Budget 2023-2024	Estimated Actual 5.2024 2023-2024	Final Budget 2024-2025	Variance with Prior Year Original Budget	Variance with Prior Year Estimated Actual
Revenues							
Current Real Estate Taxes	\$ 68,658,976.79	\$ 70,853,279.44	\$ 72,107,170	\$ 71,509,813	\$ 74,831,578	\$ 2,724,408	\$ 3,321,765
Other Real Estate Taxes	\$ 275,851.38	\$ 165,219.24	\$ 167,000	\$ 93,491	\$ 167,000	\$ -	\$ 73,509
Act 511 Taxes	\$ 10,665,322.19	\$ 11,250,245.86	\$ 10,560,100	\$ 11,595,566	\$ 11,947,600	\$ 1,387,500	\$ 352,034
Delinquent Taxes (Real Estate & Act 511)	\$ 2,652,812.64	\$ 2,270,751.74	\$ 2,525,000	\$ 2,554,430	\$ 2,300,000	\$ (225,000)	\$ (254,430)
Other Local Income	\$ 1,482,393.14	\$ 3,117,503.68	\$ 3,538,161	\$ 3,657,603	\$ 3,515,740	\$ (22,421)	\$ (141,863)
Basic Instructional & Operating Subsidy	\$ 5,852,819.56	\$ 6,803,232.37	\$ 6,998,526	\$ 5,514,227	\$ 5,660,000	\$ (1,338,526)	\$ 145,773
Revenue for Specific Educational Programs	\$ 2,452,856.66	\$ 2,662,793.56	\$ 2,540,000	\$ 2,540,000	\$ 2,597,700	\$ 57,700	\$ 57,700
Other State Revenue	\$ 12,650,250.89	\$ 13,512,796.18	\$ 13,365,367	\$ 14,990,335	\$ 15,289,757	\$ 1,924,390	\$ 299,422
Federal Revenue	\$ 3,886,549.84	\$ 1,763,579.01	\$ 1,305,876	\$ 2,755,665	\$ 990,390	\$ (315,486)	\$ (1,765,275)
Other Financing Sources	\$ 203,601.92	\$ 532,749.44	\$ 60,000	\$ 52,501	\$ 60,000	\$ -	\$ 7,499
Total Revenues	\$108,781,435.01	\$112,932,150.52	\$ 113,167,200	\$ 115,263,632	\$ 117,359,765	\$ 4,192,565	\$ 2,096,133
Budgetary Reserve (Drawdown from Unassigned FB)	\$ -	\$ - .00	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Total Revenues (Includes Unassigned)	\$108,781,435.01	\$112,932,150.52	\$ 114,667,200	\$ 115,263,632	\$ 118,859,765	\$ 4,192,565	\$ 3,596,133
Expenditures							
Instruction	\$ 63,156,699.08	\$ 66,480,605.98	\$ 69,076,580	\$ 68,488,518	\$ 71,452,415	\$ 2,375,835	\$ 2,963,897
Support Services	\$ 31,916,865.23	\$ 31,777,820.33	\$ 33,256,913	\$ 33,110,208	\$ 33,992,454	\$ 735,541	\$ 882,246
Non-Instructional Facilities	\$ 2,926,842.33	\$ 2,946,061.53	\$ 3,178,849	\$ 3,260,706	\$ 3,429,568	\$ 250,719	\$ 168,862
Debt Service/Refund of Prior Year Receipts	\$ 331,006.56	\$ 718,372.91	\$ 501,934	\$ 1,130,269	\$ 1,175,925	\$ 673,991	\$ 45,656
Capital Projects Fund Transfer	\$ 5,990,014.27	\$ 5,682,522.07	\$ 5,333,943	\$ 6,081,841	\$ 6,102,823	\$ 768,880	\$ 20,982
	\$ 675,924.50	\$ 5,224,434.50	\$ 2,525,000	\$ 2,527,965	\$ 1,525,000	\$ (1,000,000)	\$ (1,002,965)
Total Expenditures	\$104,997,351.97	\$112,829,817.32	\$ 113,873,219	\$ 114,599,506	\$ 117,678,185	\$ 3,804,966	\$ 3,078,679
Budgetary Reserve (Drawdown from Unassigned FB)	\$ -	\$ - .00	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Total Expenditures (Includes Reserve)	\$104,997,351.97	\$112,829,817.32	\$ 115,373,219	\$ 114,599,506	\$ 119,178,185	\$ 3,804,966	\$ 4,578,679
Net Change	\$ 3,784,083.04	\$ 102,333.20	\$ (706,019)	\$ 664,126	\$ (318,420)	\$ 387,599	\$ (982,546)

Fund Balance Utilization/Allocations							
Assigned - Capital (Multi-Phase)			\$ (500,000)	\$ 2,500,000	\$ -		
Assigned - Capital Projects			\$ -	\$ -	\$ -		
Total Capital Improvement Allocations	\$ 2,153,847.11	\$ - .00	\$ (500,000)	\$ 2,500,000	\$ -		
Committed-PSERS	\$ (400,000.00)	\$ (400,000.00)	\$ -	\$ -	\$ (200,000)		
Committed-GALA Funds	\$ -	\$ - .00	\$ -	\$ -	\$ -		
Assigned-Athletic Activities	\$ 27,326.28	\$ 19,937.43	\$ (15,000)	\$ -	\$ -		
Non-Spendable	\$ (48,336.08)	\$ 387,180.47	\$ -	\$ 455,458	\$ -		
Unassigned	\$ 2,051,245.73	\$ 95,215.30	\$ (191,019)	\$ (2,291,332)	\$ (118,420)		
Total Operating Cost Allocations	\$ 1,630,235.93	\$ 102,333.20	\$ (206,019)	\$ (1,835,874)	\$ (318,420)		
Total Fund Balance Utilization	\$ 3,784,083.04	\$ 102,333.20	\$ (706,019)	\$ 664,126	\$ (318,420)		

FINAL GENERAL FUND BUDGET

Fiscal Year 2024-2025

General Fund Budget Approval

Date of Adoption of the General Fund Budget:

President of the Board - Original Signature Required

Date

Secretary of the Board - Original Signature Required

Date

Chief School Administrator - Original Signature Required

Date

Kimberly Pawlishak

(412)967-2412 Extn :

Contact Person

Telephone

Extension

kimberly_pawlishak@fcasd.edu

Email Address

**CERTIFICATION OF ESTIMATED ENDING FUND BALANCE
FROM 2024-2025 GENERAL FUND BUDGET**

24 PS 6-688

(10/2010)

SCHOOL DISTRICT : Fox Chapel Area SD	COUNTY : Allegheny	AUN : 103023912
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No school district shall approve an increase in real property taxes unless it has adopted a budget that includes an estimated, ending unreserved undesignated fund balance (unassigned) less than the specified percentage of its total budgeted expenditures:

Total Budgeted Expenditures	Fund Balance % Limit (less than)
Less Than or Equal to \$11,999,999	12.0%
Between \$12,000,000 and \$12,999,999	11.5%
Between \$13,000,000 and \$13,999,999	11.0%
Between \$14,000,000 and \$14,999,999	10.5%
Between \$15,000,000 and \$15,999,999	10.0%
Between \$16,000,000 and \$16,999,999	9.5%
Between \$17,000,000 and \$17,999,999	9.0%
Between \$18,000,000 and \$18,999,999	8.5%
Greater Than or Equal to \$19,000,000	8.0%

Did you raise property taxes in SY 2024-2025 (compared to 2023-2024)?

Yes ☒

No ☐

If yes, see information below, taken from the 2024-2025 General Fund Budget.

Total Budgeted Expenditures	\$119178185
Ending Unassigned Fund Balance	\$6216071
Ending Unassigned Fund Balance as a percentage (%) of Total Budgeted Expenditures	5.21%

The Estimated Ending Unassigned Fund Balance is within the allowable limits.

Yes ☒

No ☐

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SUPERINTENDENT	DATE
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DUE DATE: AUGUST 15, 2024

**CERTIFICATION OF USE OF PDE-2028
FOR PUBLIC INSPECTION OF 2024-2025 PROPOSED BUDGET**

24 PS 6-887(a)(1)

(03/2006)

School District Name : Fox Chapel Area SD	County : Allegheny
AUN Number : 103023912	

Section 687(a)(1) of the School Code requires the president of the board of school directors of each school district to certify to the Department of Education that the proposed budget was prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education.

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SCHOOL BOARD PRESIDENT 	DATE May 6, 2024
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DUE DATE: IMMEDIATELY FOLLOWING
ADOPTION OF PROPOSED
FINAL GENERAL FUND BUDGET

<u>Val Number</u>	<u>Description</u>	<u>Justification</u>
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
8060	Ending Fund Balance Entry and Budgetary Reserve: If 5900 Budgetary Reserve is not equal to 0, a justification must be entered below.	Portion of Unassigned Fund Balance held for Budgetary Reserve
8080	Ending Fund Balance Entry and Budgetary Reserve: If 0850 Estimated Ending Unassigned Fund Balance is not equal to 0, a justification must be entered below.	Portion of Unassigned is allocated to Budgetary Reserve
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	Committed Fund Balances for PSERS & Gala expenses
8160	Ending Fund Balance Entry and Budgetary Reserve: If 0840 Assigned Fund Balance is not equal to 0, a justification must be entered below.	Assigned Fund Balances for Athletics and Capital Expenditures

ITEM	AMOUNTS	
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		
0810 Nonspendable Fund Balance	2,000,000	
0820 Restricted Fund Balance		
0830 Committed Fund Balance	6,821,889	
0840 Assigned Fund Balance	12,623,834	
0850 Unassigned Fund Balance	7,834,491	
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		\$27,280,214
Estimated Revenues And Other Financing Sources		
6000 Revenue from Local Sources	92,761,918	
7000 Revenue from State Sources	23,547,457	
8000 Revenue from Federal Sources	990,390	
9000 Other Financing Sources	60,000	
Total Estimated Revenues And Other Financing Sources		\$117,359,765
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation		\$144,639,979

	<u>Amount</u>
REVENUE FROM LOCAL SOURCES	
6111 Current Real Estate Taxes	74,831,578
6112 Interim Real Estate Taxes	75,000
6113 Public Utility Realty Taxes	75,000
6114 Payments in Lieu of Current Taxes - State / Local	17,000
6140 Current Act 511 Taxes - Flat Rate Assessments	97,600
6150 Current Act 511 Taxes - Proportional Assessments	11,850,000
6400 Delinquencies on Taxes Levied / Assessed by the LEA	2,300,000
6500 Earnings on Investments	2,400,000
6700 Revenues from LEA Activities	220,000
6800 Revenues from Intermediary Sources / Pass-Through Funds	500,000
6910 Rentals	40,000
6920 Contributions and Donations from Private Sources	90,000
6940 Tuition from Patrons	50,000
6960 Services Provided Other Local Governmental Units / LEAs	125,000
6990 Refunds and Other Miscellaneous Revenue	90,740
REVENUE FROM LOCAL SOURCES	\$92,761,918
REVENUE FROM STATE SOURCES	
7111 Basic Education Funding-Formula	5,660,000
7271 Special Education funds for School-Aged Pupils	2,597,700
7311 Pupil Transportation Subsidy	1,050,000
7312 Nonpublic and Charter School Pupil Transportation Subsidy	175,000
7320 Rental and Sinking Fund Payments / Building Reimbursement Subsidy	975,415
7330 Health Services (Medical, Dental, Nurse, Act 25)	78,000
7340 State Property Tax Reduction Allocation	2,270,532
7505 Ready to Learn Block Grant	205,030
7810 State Share of Social Security and Medicare Taxes	1,939,780
7820 State Share of Retirement Contributions	8,596,000
REVENUE FROM STATE SOURCES	\$23,547,457
REVENUE FROM FEDERAL SOURCES	
8514 Title I - Improving the Academic Achievement of the Disadvantaged	450,000
8515 Title II - Preparing, Training, and Recruiting High Quality Teachers and Principals	50,000
8516 Title III - Language Instruction for English Learners and Immigrant Students	3,500
8744 ARP ESSER - Elementary and Secondary School Emergency Relief Fund	231,890
	Page 6

	Amount
REVENUE FROM FEDERAL SOURCES	
8810 School-Based Access Medicaid Reimbursement Program (SBAP) Reimbursements (Access)	250,000
8820 Medical Assistance Reimbursement for Administrative Claiming (Quarterly) Program	5,000
REVENUE FROM FEDERAL SOURCES	\$990,390
OTHER FINANCING SOURCES	
9400 Sale of or Compensation for Loss of Fixed Assets	60,000
OTHER FINANCING SOURCES	\$60,000
TOTAL ESTIMATED REVENUES AND OTHER SOURCES	117,359,765

Act 1 Index (current): 5.3%

Calculation Method:

Approx. Tax Revenue from RE Taxes: \$74,831,578

Amount of Tax Relief for Homestead Exclusions \$2,270,532

Total Approx. Tax Revenue: \$77,102,110

Approx. Tax Levy for Tax Rate Calculation: \$80,220,092

Allegheny

Total

2023-24 Data	
a. Assessed Value	\$3,711,665,483
b. Real Estate Mills	20.7352
I. 2024-25 Data	
c. 2022 STEB Market Value	\$3,814,371,873
d. Assessed Value	\$3,728,947,058
e. Assessed Value of New Constr/ Renov	\$0

2023-24 Calculations	
f. 2023-24 Tax Levy	\$76,962,126

2024-25 Calculations	
g. Percent of Total Market Value	100.000000%
h. Rebalanced 2023-24 Tax Levy	\$76,962,126
(f Total * g)	
i. Base Mills Subject to Index	20.7352

II.	
(h / a * 1000) if no reassessment	
(h / (d-e) * 1000) if reassessment	

Calculation of Tax Rates and Levies Generated	
j. Weighted Avg. Collection Percentage	96.000000%
k. Tax Levy Needed	\$80,220,092
(Approx. Tax Levy * g)	

I. 2024-25 Real Estate Tax Rate	
(k / d * 1000)	21.5128

III.	
m. Tax Levy Generated by Mills	\$80,220,092
(l / 1000 * d)	
n. Tax Levy minus Tax Relief for Homestead Exclusions	\$77,949,560
(m - Amount of Tax Relief for Homestead Exclusions)	
o. Net Tax Revenue Generated By Mills	\$74,831,578
(n * Est. Pct. Collection)	

Act 1 Index (current): 5.3%	Rate	
Calculation Method:		
Approx. Tax Revenue from RE Taxes:	\$74,831,578	
Amount of Tax Relief for Homestead Exclusions	<u>\$2,270,532</u>	
Total Approx. Tax Revenue:	\$77,102,110	
Approx. Tax Levy for Tax Rate Calculation:	\$80,220,092	
	Allegheny	Total
Index Maximums		
p. Maximum Mills Based On Index (i * (1 + Index))	21.8341	
q. Mills In Excess of Index (if (l > p), (l - p))	0.0000	
r. Maximum Tax Levy Based On Index (p / 1000 * d)	\$81,418,203	\$81,418,203
IV. s. Millage Rate within Index? (If l > p Then No)	Yes	
t. Tax Levy In Excess of Index (if (m > r), (m - r))	\$0	\$0
u. Tax Revenue In Excess of Index (t * Est. Pct. Collection)	\$0	\$0

Information Related to Property Tax Relief		
V. Assessed Value Exclusion per Homestead	\$13,524.44	
Number of Homestead/Farmstead Properties	7826	7826
Median Assessed Value of Homestead Properties		\$230,000

Act 1 Index (current): 5.3%

Calculation Method:

Approx. Tax Revenue from RE Taxes:

Amount of Tax Relief for Homestead Exclusions

Total Approx. Tax Revenue:

Approx. Tax Levy for Tax Rate Calculation:

Rate

\$74,831,578

\$2,270,532

\$77,102,110

\$80,220,092

Allegheny

Total

State Property Tax Reduction Allocation used for: Homestead Exclusions	\$2,270,532	Lowering RE Tax Rate	\$0	\$2,270,532
Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions	\$0			\$0
Amount of Tax Relief from State/Local Sources				\$2,270,532

CODE

6111 Current Real Estate Taxes		Amount of Tax Relief for Homestead Exclusions		Tax Levy Minus Homestead Exclusions		Percent Collected		Net Tax Revenue Generated By Mills	
County Name	Taxable Assessed Value	Real Estate Mills	Tax Levy Generated by Mills						
Allegheny	3,728,947,058	21.5128	80,220,092			96.000000%			
Totals:	3,728,947,058		80,220,092	-	2,270,532	=	77,949,560	X	96.000000% = 74,831,578
6120	Current Per Capita Taxes, Section 679			Rate				Estimated Revenue	0
6140	Current Act 511 Taxes – Flat Rate Assessments			Rate		Add'l Rate (if appl.)	Tax Levy	Estimated Revenue	0
6141	Current Act 511 Per Capita Taxes			\$0.00		\$0.00	0	0	0
6142	Current Act 511 Occupation Taxes – Flat Rate			\$0.00		\$0.00	0	0	0
6143	Current Act 511 Local Services Taxes			\$5.00		\$0.00	97,600	97,600	
6144	Current Act 511 Trailer Taxes			\$0.00		\$0.00	0	0	0
6145	Current Act 511 Business Privilege Taxes – Flat Rate			\$0.00		\$0.00	0	0	0
6146	Current Act 511 Mechanical Device Taxes – Flat Rate			\$0.00		\$0.00	0	0	0
6149	Current Act 511 Taxes, Other Flat Rate Assessments			\$0.00		\$0.00	0	0	0
Total Current Act 511 Taxes – Flat Rate Assessments							97,600	97,600	
6150	Current Act 511 Taxes – Proportional Assessments			Rate		Add'l Rate (if appl.)	Tax Levy	Estimated Revenue	
6151	Current Act 511 Earned Income Taxes			0.500%		0.000%	10,750,000	10,750,000	
6152	Current Act 511 Occupation Taxes			0.000		0.000	0	0	
6153	Current Act 511 Real Estate Transfer Taxes			0.500%		0.000%	1,100,000	1,100,000	
6154	Current Act 511 Amusement Taxes			0.000%		0.000%	0	0	
6155	Current Act 511 Business Privilege Taxes			0.000		0.000	0	0	
6156	Current Act 511 Mechanical Device Taxes – Percentage			0.000%		0.000%	0	0	
6157	Current Act 511 Mercantile Taxes			0.000		0.000	0	0	
6159	Current Act 511 Taxes, Other Proportional Assessments			0		0	0	0	
Total Current Act 511 Taxes – Proportional Assessments							11,850,000	11,850,000	
Total Act 511, Current Taxes								11,947,600	
Act 511 Tax Limit -->				3,814,371,873 X		12 Mills		45,772,462 (511 Limit)	

Tax Function	Description	Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged In:		Percent Change in Rate	Less than or equal to Index
		2023-24 (Rebalanced)	2024-25				2023-24 (Rebalanced)	2024-25		
6111	<u>Current Real Estate Taxes</u> Allegheny	20.7352	21.5128	3.76%	Yes	5.3%				
	Current Act 511 Taxes – Flat Rate Assessments									
6143	Current Act 511 Local Services Taxes	\$5.00	\$5.00	0.00%	Yes	5.3%				
	<u>Current Act 511 Taxes – Proportional Assessments</u>									
6151	Current Act 511 Earned Income Taxes	0.500%	0.500%	0.00%	Yes	5.3%				
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	5.3%				

Description	Amount
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	54,956,690
1200 Special Programs - Elementary / Secondary	14,967,426
1300 Vocational Education	700,000
1400 Other Instructional Programs - Elementary / Secondary	553,039
1500 Nonpublic School Programs	4,000
1800 Pre-Kindergarten	271,260
Total Instruction	\$71,452,415
2000 Support Services	
2100 Support Services - Students	5,078,089
2200 Support Services - Instructional Staff	4,355,620
2300 Support Services - Administration	6,910,912
2400 Support Services - Pupil Health	762,330
2500 Support Services - Business	1,059,964
2600 Operation and Maintenance of Plant Services	9,832,446
2700 Student Transportation Services	4,903,408
2800 Support Services - Central	981,685
2900 Other Support Services	108,000
Total Support Services	\$33,992,454
3000 Operation of Non-Instructional Services	
3200 Student Activities	3,356,568
3300 Community Services	73,000
Total Operation of Non-Instructional Services	\$3,429,568
4000 Facilities Acquisition, Construction and Improvement Services	
4000 Facilities Acquisition, Construction and Improvement Services	1,175,925
Total Facilities Acquisition, Construction and Improvement Services	\$1,175,925
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	6,102,823
5200 Interfund Transfers - Out	1,525,000
5900 Budgetary Reserve	1,500,000
Total Other Expenditures and Financing Uses	\$9,127,823
Total Estimated Expenditures and Other Financing Uses	\$119,178,185

Description	Amount
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	
100 Personnel Services - Salaries	30,455,723
200 Personnel Services - Employee Benefits	19,732,039
300 Purchased Professional and Technical Services	1,281,500
400 Purchased Property Services	57,536
500 Other Purchased Services	986,643
600 Supplies	2,099,682
700 Property	312,318
800 Other Objects	31,249
Total Regular Programs - Elementary / Secondary	\$54,956,690
1200 Special Programs - Elementary / Secondary	
100 Personnel Services - Salaries	6,645,044
200 Personnel Services - Employee Benefits	4,352,007
300 Purchased Professional and Technical Services	1,658,200
400 Purchased Property Services	16,000
500 Other Purchased Services	2,237,756
600 Supplies	53,729
800 Other Objects	4,690
Total Special Programs - Elementary / Secondary	\$14,967,426
1300 Vocational Education	
500 Other Purchased Services	700,000
Total Vocational Education	\$700,000
1400 Other Instructional Programs - Elementary / Secondary	
100 Personnel Services - Salaries	280,426
200 Personnel Services - Employee Benefits	157,213
300 Purchased Professional and Technical Services	20,500
500 Other Purchased Services	42,000
600 Supplies	52,900
Total Other Instructional Programs - Elementary / Secondary	\$553,039
1500 Nonpublic School Programs	
300 Purchased Professional and Technical Services	3,000
600 Supplies	1,000
Total Nonpublic School Programs	\$4,000
1800 Pre-Kindergarten	
100 Personnel Services - Salaries	174,236
200 Personnel Services - Employee Benefits	96,303
600 Supplies	721
Total Pre-Kindergarten	\$271,260
Total Instruction	\$71,452,415
2000 Support Services	
2100 Support Services - Students	
100 Personnel Services - Salaries	2,384,058

Description	Amount
200 Personnel Services - Employee Benefits	1,530,368
300 Purchased Professional and Technical Services	295,302
400 Purchased Property Services	33,475
500 Other Purchased Services	3,600
600 Supplies	248,936
700 Property	514,500
800 Other Objects	67,850
Total Support Services - Students	\$5,078,089
2200 Support Services - Instructional Staff	
100 Personnel Services - Salaries	2,036,403
200 Personnel Services - Employee Benefits	1,369,621
300 Purchased Professional and Technical Services	136,975
400 Purchased Property Services	23,500
500 Other Purchased Services	35,890
600 Supplies	338,162
700 Property	414,575
800 Other Objects	494
Total Support Services - Instructional Staff	\$4,355,620
2300 Support Services - Administration	
100 Personnel Services - Salaries	3,614,396
200 Personnel Services - Employee Benefits	1,861,247
300 Purchased Professional and Technical Services	1,031,675
400 Purchased Property Services	8,280
500 Other Purchased Services	89,855
600 Supplies	109,829
700 Property	7,000
800 Other Objects	188,630
Total Support Services - Administration	\$6,910,912
2400 Support Services - Pupil Health	
100 Personnel Services - Salaries	423,735
200 Personnel Services - Employee Benefits	284,330
300 Purchased Professional and Technical Services	40,000
400 Purchased Property Services	1,600
500 Other Purchased Services	120
600 Supplies	11,870
800 Other Objects	675
Total Support Services - Pupil Health	\$762,330
2500 Support Services - Business	
100 Personnel Services - Salaries	379,702
200 Personnel Services - Employee Benefits	278,612
300 Purchased Professional and Technical Services	81,000
400 Purchased Property Services	68,450
500 Other Purchased Services	550
600 Supplies	249,000
800 Other Objects	2,650

Description	Amount
Total Support Services - Business	\$1,059,964
2600 <u>Operation and Maintenance of Plant Services</u>	
100 Personnel Services - Salaries	3,557,835
200 Personnel Services - Employee Benefits	2,497,735
300 Purchased Professional and Technical Services	370,000
400 Purchased Property Services	908,284
500 Other Purchased Services	430,210
600 Supplies	1,855,482
700 Property	201,800
800 Other Objects	11,100
Total Operation and Maintenance of Plant Services	\$9,832,446
2700 <u>Student Transportation Services</u>	
100 Personnel Services - Salaries	118,489
200 Personnel Services - Employee Benefits	79,078
500 Other Purchased Services	4,705,641
800 Other Objects	200
Total Student Transportation Services	\$4,903,408
2800 <u>Support Services - Central</u>	
100 Personnel Services - Salaries	257,259
200 Personnel Services - Employee Benefits	206,597
300 Purchased Professional and Technical Services	185,045
400 Purchased Property Services	37,000
500 Other Purchased Services	111,150
600 Supplies	151,884
700 Property	24,000
800 Other Objects	8,750
Total Support Services - Central	\$981,685
2900 <u>Other Support Services</u>	
500 Other Purchased Services	100,000
600 Supplies	8,000
Total Other Support Services	\$108,000
Total Support Services	\$33,992,454
3000 <u>Operation of Non-Instructional Services</u>	
3200 <u>Student Activities</u>	
100 Personnel Services - Salaries	1,430,545
200 Personnel Services - Employee Benefits	691,680
300 Purchased Professional and Technical Services	139,971
400 Purchased Property Services	464,894
500 Other Purchased Services	325,813
600 Supplies	167,269
700 Property	68,000
800 Other Objects	68,396
Total Student Activities	\$3,356,568
3300 <u>Community Services</u>	

Description	Amount
300 Purchased Professional and Technical Services	54,000
600 Supplies	6,000
800 Other Objects	13,000
Total Community Services	\$73,000
Total Operation of Non-Instructional Services	\$3,429,568
4000 Facilities Acquisition, Construction and Improvement Services	
4000 Facilities Acquisition, Construction and Improvement Services	
400 Purchased Property Services	1,103,075
600 Supplies	72,850
Total Facilities Acquisition, Construction and Improvement Services	\$1,175,925
Total Facilities Acquisition, Construction and Improvement Services	\$1,175,925
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	
800 Other Objects	3,560,073
900 Other Uses of Funds	2,542,750
Total Debt Service / Other Expenditures and Financing Uses	\$6,102,823
5200 Interfund Transfers - Out	
900 Other Uses of Funds	1,525,000
Total Interfund Transfers - Out	\$1,525,000
5900 Budgetary Reserve	
800 Other Objects	1,500,000
Total Budgetary Reserve	\$1,500,000
Total Other Expenditures and Financing Uses	\$9,127,823
TOTAL EXPENDITURES	\$119,178,185

2024-2025 Final General Fund Budget

LEA : 103023912 Fox Chapel Area SD

Printed 5/28/2024 12:00:07 PM

Schedule Of Cash And Investments (CAIN)

Page - 1 of 2

Cash and Short-Term Investments

06/30/2024 Estimate

28,650,000

06/30/2025 Projection

General Fund

26,935,000

Public Purpose (Expendable) Trust Fund

Other Comptroller-Approved Special Revenue Funds

Athletic / School-Sponsored Extra Curricular Activities Fund

Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

5,000,000

Debt Service Fund

Food Service / Cafeteria Operations Fund

Child Care Operations Fund

Other Enterprise Funds

Internal Service Fund

Private Purpose Trust Fund

Investment Trust Fund

Pension Trust Fund

Activity Fund

Other Agency Fund

Permanent Fund

1,200,000

1,400,000

Total Cash and Short-Term Investments

\$40,150,000

\$33,135,000

Long-Term Investments

06/30/2024 Estimate

General Fund

Public Purpose (Expendable) Trust Fund

Other Comptroller-Approved Special Revenue Funds

Athletic / School-Sponsored Extra Curricular Activities Fund

Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

Debt Service Fund

Food Service / Cafeteria Operations Fund

Child Care Operations Fund

Other Enterprise Funds

Internal Service Fund

Private Purpose Trust Fund

Investment Trust Fund

Pension Trust Fund

Activity Fund

Other Agency Fund

Long-Term Investments

06/30/2024 Estimate

06/30/2025 Projection

Permanent Fund

Total Long-Term Investments

TOTAL CASH AND INVESTMENTS

\$40,150,000

\$33,135,000

<u>Long-Term Indebtedness</u>		<u>06/30/2024 Estimate</u>	<u>06/30/2025 Projection</u>
General Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right-To-Use Obligations		56,679,958	54,527,014
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total General Fund		\$56,679,958	\$54,527,014
Public Purpose (Expendable) Trust Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right-To-Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Public Purpose (Expendable) Trust Fund			
Other Comptroller-Approved Special Revenue Funds			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right-To-Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Other Comptroller-Approved Special Revenue Funds			
Athletic / School-Sponsored Extra Curricular Activities Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right-To-Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Athletic / School-Sponsored Extra Curricular Activities Fund			

Long-Term Indebtedness

06/30/2024 Estimate **06/30/2025 Projection**

Capital Reserve Fund - \$ 690, \$1850

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Other Capital Projects Fund

Debt Service Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Debt Service Fund

Long-Term Indebtedness

06/30/2024 Estimate

06/30/2025 Projection

Food Service / Cafeteria Operations Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Food Service / Cafeteria Operations Fund

Child Care Operations Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Child Care Operations Fund

Other Enterprise Funds

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Other Enterprise Funds

Internal Service Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right-To-Use Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Internal Service Fund

Long-Term Indebtedness

06/30/2024 Estimate06/30/2025 Projection

Private Purpose Trust Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right-To-Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	

Total Private Purpose Trust Fund	
Investment Trust Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right-To-Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Investment Trust Fund	

Pension Trust Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right-To-Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Pension Trust Fund	

Activity Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right-To-Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Activity Fund	

<u>Long-Term Indebtedness</u>		<u>06/30/2024 Estimate</u>	<u>06/30/2025 Projection</u>
Other Agency Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right-To-Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Other Agency Fund			
Permanent Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right-To-Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Permanent Fund			
Total Long-Term Indebtedness		\$56,679,958	\$54,527,014

<u>Short-Term Payables</u>		<u>06/30/2024 Estimate</u>	<u>06/30/2025 Projection</u>
General Fund			
Public Purpose (Expendable) Trust Fund			
Other Comptroller-Approved Special Revenue Funds			
Athletic / School-Sponsored Extra Curricular Activities Fund			
Capital Reserve Fund - \$ 690, \$1850			
Capital Reserve Fund - \$ 1431			
Other Capital Projects Fund			
Debt Service Fund			
Food Service / Cafeteria Operations Fund			
Child Care Operations Fund			
Other Enterprise Funds			
Internal Service Fund			
Private Purpose Trust Fund			
Investment Trust Fund			
Pension Trust Fund			
Activity Fund			
Other Agency Fund			
Permanent Fund			
Total Short-Term Payables			
TOTAL INDEBTEDNESS		\$56,679,958	\$54,527,014

Account Description	Amounts
0810 Nondisposable Fund Balance	2,000,000
0820 Restricted Fund Balance	
0830 Committed Fund Balance	6,621,889
0840 Assigned Fund Balance	12,623,834
0850 Unassigned Fund Balance	6,216,071
Total Ending Fund Balance - Committed, Assigned, and Unassigned	\$25,461,794
5900 Budgetary Reserve	1,500,000
Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve	\$28,961,794

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Homestead and Farmstead Exclusion – Resolution 2024-2

**FOX CHAPEL AREA SCHOOL DISTRICT
HOMESTEAD AND FARMSTEAD EXCLUSION
RESOLUTION 2024-2**

RESOLVED, by the Board of School Directors of the Fox Chapel Area School District (School District), that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the fiscal year beginning July 1, 2024, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Amount available for homestead and farmstead real estate tax reduction.**

The following amount is available for the homestead and farmstead real estate tax reduction for the fiscal year beginning July 1, 2024:

a. **Gaming tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the 2024-2025 fiscal year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$2,270,531.52.

2. **Approved homesteads/farmsteads.**

Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), Allegheny County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. **Approved homesteads.** The number of approved homesteads within the School District, as certified by Allegheny County, is 7,826.

b. **Approved farmsteads.** The number of approved farmsteads within the School District, as certified by Allegheny County, is 0.

c. **Combined approved homesteads and farmsteads.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 7,826.

3. **Real estate tax reduction calculation.**

The Board of School Directors has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the above gaming tax funds, paragraph 1(a), amount available during the 2024-2025 fiscal year for real estate tax reduction of \$2,270,531.52 by the combined approved homesteads and farmsteads, above paragraph 2(c) aggregate number of 7,826, the maximum real estate tax reduction amount applicable to each approved homestead and approved farmstead is \$290.96.

4. **Homestead exclusion calculation.**

Dividing the above paragraph 3 maximum real estate tax reduction amount of \$290.96 by the School District real estate tax rate of 21.5128 mills (.0215128), the maximum real estate assessed value reduction to be reflected on the tax notice as the homestead exclusion for each approved homestead is \$13,525.00.

5. **Homestead/farmstead exclusion authorization – July 1 tax bills.**

The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the Allegheny County established assessed value of the homestead, or (b) the above paragraph 4 maximum real estate assessed value reduction of \$13,525.00. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the Allegheny County established assessed value of the farmstead, or (b) the above paragraph 4 maximum real estate assessed value reduction of \$13,525.00. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in above paragraph 2 and received by the School District from the Allegheny County Office of Property Assessments on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the Allegheny County Office of Property Assessments on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for July 1 tax bills, which shall be issued on or promptly after July 1, and will not apply to interim tax notices.

Adopted this 10th day of June, 2024, at a regularly scheduled meeting of the Board of School Directors.

ATTEST:

FOX CHAPEL AREA SCHOOL DISTRICT

By: _____
Kathleen Anuszek
Board Secretary

By: _____
Marybeth Dadd
Board President

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Pennsylvania School-Based ACCESS Program (SBAP)
Local Education Agency Agreement to Participate – 2024-2025



**Pennsylvania School-Based ACCESS Program (SBAP)
Local Education Agency Agreement to Participate
FY 2024 – 2025**

The School-Based ACCESS Program (SBAP) is administered by the Department of Human Services (DHS) and its contractor, Sivic Solutions Group (SSG).

The Fox Chapel Area School District (LEA name) agrees to participate in the SBAP by signature of its authorized representative below, and acknowledges that it will:

- **Comply** with all applicable State and Federal statutes and regulations, and policies which pertain to participation in the SBAP and the Pennsylvania Medical Assistance (MA) Program; **and**
- **Assign** a representative of the LEA to participate in SBAP training designated as mandatory; **and**
- **Participate** in the Random Moment Time Study (RMTS); **and**
- **Submit** compensable direct service claims; **and**
- **Complete** annual cost reconciliation/cost settlement of direct service claiming.

Direct Service Claiming Process and Fees:

All claims paid under the SBAP will be deposited into a restricted receipt account managed by the Commonwealth's Comptroller Operations.

Monthly processing fees will be deducted from the LEA's restricted receipt account and remitted to SSG.

Dates of Service 7/1/24 to 6/30/25	
Direct Service	\$0.29/claim
Transportation	\$0.16/claim

Funds can be withdrawn by submitting PDE Form 352 (School Age) or 352 M (for EI programs) to the Pennsylvania Department of Education, Bureau of Special Education along with a brief description of the intended use of the funds. Funds must be used to enhance and supplement the special education program within the LEA.



Medicaid Administrative Claim (MAC) Process and Fees:

The LEA must receive direct service claiming reimbursement in order to receive and retain MAC reimbursement.

The LEA will provide the information and data to SSG which is needed to conduct the three (3) quarterly time studies.

The LEA will receive 25% of documented and approved administrative costs less SSG's processing fee associated with administrative claiming.

SSG's processing fee for each billable administrative claim unit submitted under the program is 50% of the LEA share, up to a maximum of \$450, per quarter. (For example, if the LEA share is \$600.00, the processing fee will be \$300.00)

DHS will receive 25% of the documented and approved administrative costs.

MAC payments are issued via direct deposit to the bank account identified by the LEA and not deposited in its restricted receipt account.

Signature of LEA Representative: _____

Printed Name: Mary Catherine Reljac, Ed.D.

Title: Superintendent Date: _____

**RETURN COMPLETED FORM TO DHS VIA
EMAIL to rdrouillar@pa.gov**

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

PowerSchool Group LLC – Agreement – Enrollment Registration



Remit Email: christine.morton@powerschool.com
Quote Date: 24-APR-2024
Quote #: Q-934506-1

Sales Quote - This is Not An Invoice

Prepared By: Christine Morton
Customer Name: Fox Chapel Area School District
Contract Term: 12 Months
Start Date: 13-AUG-2024
End Date: 12-AUG-2025
Billing Frequency: Annually

Customer Contact: Megan Collett
Title: Director of Instructional Technology
Address: 611 Field Club Rd
City: Pittsburgh
State/Province: Pennsylvania
Zip Code: 44875
Phone #: (412) 967-2418

Product Description	Quantity	Unit	Extended Price
Initial Term 13-AUG-2024 - 12-AUG-2025			
License and Subscription Fees			
PowerSchool Enrollment Registration	4,093.00	Students	USD 20,997.09
License and Subscription Totals:			USD 20,997.09

Quote Total		
	Initial Term	13-AUG-2024 - 12-AUG-2025
	Amount To Be Invoiced	USD 20,997.09

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fox Chapel Area School District

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander". The signature is fluid and cursive, with the first name "Eric" and last name "Shander" clearly distinguishable.

Printed Name: Eric Shander

Printed Name: Marybeth Dadd

Title: Chief Financial Officer

Job Title: School Board President

Date: 24-APR-2024

Date: June 10, 2024

PO Number: _____

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

PowerSchool Group LLC – Agreement – Naviance



Remit Email: christine.morton@powerschool.com
Quote Date: 24-APR-2024
Quote #: Q-871855-1

Sales Quote - This is Not An Invoice

Prepared By: Christine Morton
Customer Name: Fox Chapel Area School District
Contract Term: 12 Months
Start Date: 13-AUG-2024
End Date: 12-AUG-2025
Billing Frequency: Annually

Customer Contact: Mary Wiseman
Title: Information Technology Coordinator
Address: 611 Field Club Rd
City: Pittsburgh
State/Province: Pennsylvania
Zip Code: 44875
Phone #: (412) 967-2466

Product Description		Quantity	Unit	Extended Price
Initial Term 13-AUG-2024 - 12-AUG-2025				
License and Subscription Fees				
Naviance Alumni Tracker	Fox Chapel Area High School	1.00	Per Building	USD 482.04
Naviance Premium	Dorseyville Middle School	896.00	Students	USD 4,730.88
Naviance Premium: Assessment	Dorseyville Middle School	896.00	Students	USD 0.00
Naviance Premium	Fox Chapel Area High School	1,314.00	Students	USD 6,937.92
Naviance Premium: Assessment	Fox Chapel Area High School	1,314.00	Students	USD 0.00

License and Subscription Totals: **USD 12,150.84**

Quote Total		
	Initial Term	13-AUG-2024 - 12-AUG-2025
	Amount To Be Invoiced	USD 12,150.84

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fox Chapel Area School District

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander".

Printed Name: Eric Shander

Printed Name: Marybeth Dadd

Title: Chief Financial Officer

Job Title: School Board President

Date: 24-APR-2024

Date: June 10, 2024

PO Number: _____

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

PowerSchool Group LLC – Agreement – Ecollect Forms Saas



Remit Email: christine.morton@powerschool.com
Quote Date: 24-APR-2024
Quote #: Q-934534-1

Sales Quote - This is Not An Invoice

Prepared By: Christine Morton
Customer Name: Fox Chapel Area School District
Contract Term: 12 Months
Start Date: 13-AUG-2024
End Date: 12-AUG-2025
Billing Frequency: Annually

Customer Contact: Megan Collett
Title: Director of Instructional Technology
Address: 611 Field Club Rd
City: Pittsburgh
State/Province: Pennsylvania
Zip Code: 44875
Phone #: (412) 967-2418

Product Description	Quantity	Unit	Extended Price
Initial Term 13-AUG-2024 - 12-AUG-2025			
License and Subscription Fees			
PowerSchool Ecollect Forms SaaS	4,224.00	Students	USD 2,407.68

License and Subscription Totals: **USD 2,407.68**

Quote Total

Initial Term	13-AUG-2024 - 12-AUG-2025
Amount To Be Invoiced	USD 2,407.68

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fox Chapel Area School District

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander". The signature is fluid and cursive, with the first name "Eric" and last name "Shander" clearly distinguishable.

Printed Name: Eric Shander

Printed Name: Marybeth Dadd

Title: Chief Financial Officer

Job Title: School Board President

Date: 24-APR-2024

Date: June 10, 2024

PO Number: _____

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Navigate360, LLC – Master Services Agreement and Software Services Addendum A
PBIS (Positive Behavioral Interventions and Supports) Rewards

NAVIGATE360 - ORDER FORM

Customer: Fox Chapel Area School Dist
611 Field Club Rd
Pittsburgh, PA 15238
Timothy Mahoney
timothy_mahoney@fcasd.edu

Proposal No: Q-137458
Proposal By: Peter McBride
Email: pmcbride@navigate360.com
Opp Number: 224670
Proposal Expires: 6/30/2024

Total Investment: \$20,150.00 - Net 30

Term: The 12 month term for subscription services begins on **7/1/2024** and ends on **6/30/2025**. Subscription services will be billed according to the following invoice schedule: One-Time Payment

Notes:

SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
PBIS Rewards Per Student Fee	PBIS Rewards Per Student Fee	4000 QTY	\$8,600.00
PBIS Rewards Service Base Fee	PBIS Rewards Service Base Fee	6 Building(s)	\$4,500.00
PBIS Rewards Advanced Referral System	PBIS Rewards Advanced Referral System	6 Building(s)	\$2,550.00

ONE-TIME SERVICES AND FEES

Product	Description	Quantity	Price
PBIS Rewards Training: Live Virtual 2-Hour Session: Train the Trainer	PBIS Rewards Training: Live Virtual 2-Hour Session: Train the Trainer	6 Session(s)	\$4,500.00

Subscription Total: \$15,650.00

One-Time Services & Fees Total: \$4,500.00

Total: \$20,150.00

Proposal No: **Q-137458**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

☒ By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Fox Chapel Area School Dist MSA](#)

[Software Services Addendum A](#)

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____
A/P Phone: _____
A/P Email: _____
A/P Address: _____
City: _____
State (2 Letter Abbreviation): _____
Zip Code: _____
Federal Tax ID: _____
Purchase Order
☐ Attached PO #: _____
☐ PO in process to be sent separately:
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: Marybeth Dadd
Title: School Board President
Date: June 10, 2024
Signature: _____

Sales Tax Exemption Certificate must be attached.

Upload Document:

Proposal No: **Q-137458**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the "**Company**") and Customer, whose detailed information is set forth on the applicable Order Form (the "**Customer**").

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>
2. Services. Company shall provide the Services to Customer pursuant to the Addenda as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

Addendum A: Software Services
<https://tinyurl.com/N360AddendumA-20210106>

Only Addenda included on an Order Form shall apply. Additional Services may be purchased after the Effective Date subject to execution of additional Order Form.

3. Company's Obligations.
 - 3.1 Company shall:
 - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.
 - 4.1 Customer shall:
 - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the "**Customer Contract Manager**");
 - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, current and accurate maps, wifi credentials, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services. Authorized Service Recipients shall always keep the Customer aware of Company's schedule in providing the Services. Any Services refused or needing to be rescheduled due to any Authorized Service Recipient not sharing the relevant information/schedule of the Company for providing Services shall incur additional fees as set out in the Order Form;
 - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
 - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any

US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Additional fees may be incurred as a result of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees being in breach of this provision.

5. Term and Termination.

5.1 Term and Renewal. The term of this Agreement shall be set out on the Order Form (the "**Term**"). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current Term. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement for cause, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or
- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to an annual increase of the greater of 5% or CPI.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 One-time Training Classes shall include a 30-day money back guarantee from the signing date of this Agreement, cancellations after the 30th day will be provided a voucher for an equivalent class for use within 180 days.

6.7 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights: Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of Services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of

this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and
- (b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

- (a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;
- (b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;
- (c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or
- (d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 To the fullest extent permitted by Law, Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;
- (b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and
- (c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS

FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one (1) year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the

date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in Allegheny County, Pennsylvania. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SOFTWARE SERVICES ADDENDUM

1. Integration. This Software Services Addendum ("**Addendum A**") attached to that certain Master Services Agreement between the parties (the "**MSA**") constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum A are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum A expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum A and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>

3. Access and Use.

3.1 Provision of Access. Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6 of the MSA) right to access and use the Platform during the Subscription Term, solely for use by Authorized Service Recipients in accordance with the terms and conditions set forth in this Addendum. Such use is limited to Customer's internal use. The total number of Authorized Service Recipients and buildings covered (if applicable) set forth in the applicable Order Form cannot be decreased during the Subscription Term, and the total number of Authorized Service Recipients and buildings for which the Platform is used (if applicable) will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and, if increased, subject to any appropriate adjustment of the fees payable in connection therewith. If any amount owing by Customer under this or any other agreement for the Services is 30 days or more overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company's use of the Platform until such amounts are paid in full.

3.2 Access and Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Addendum. Customer may not access or use the Platform if Customer is Company's direct competitor, except with Company's prior written consent. In addition, Customer may not access or use the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Service Recipients to: (i) copy, frame, mirror, modify, or create derivative works of the Platform or Pre-Existing Materials, in whole or in part, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (ii) rent, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Pre-Existing Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Platform or Deliverables. Customer shall not disclose the results of any benchmark tests run on the Platform, without the prior written approval of Company.

3.3 Passwords. Customer and its Authorized Service Recipients are responsible for keeping its passwords and access credentials associated with the Platform confidential and assumes all responsibility for doing the same. Neither Customer nor any Authorized Service Recipients shall sell or transfer them to any other person or entity. Customer will promptly notify Company about any unauthorized access to its passwords or access credentials. Company acknowledges that Company must have access to Customer's systems and any and all systems and resources to perform its duties. As such, Company must have access to Customer's passwords. If a password is lost or not available, Company will not be held liable for being unable to provide the Platform or the Services.

3.4 Suspension. Company may suspend or terminate Customer's right to access or use any portion or all of the Platform, or its Services, immediately upon notice if: (i) Customer's use of the Platform (a) poses a security risk to the Platform or any third party, (b) could adversely impact Company systems, the Platform, or the systems or data of any other Company customer or third party, (c) could subject Company, its Affiliates, or any third party to liability, or (d) could be fraudulent, illegal, or contrary to Company's documentation or instructions; or (ii) Customer is in breach of this Addendum. If Company suspends Customer's right to access or use any portion of the Platform, Customer remains responsible for all fees and charges Customer incurs during the period of suspension.

4. Service Levels and Support. The Platform shall be available according to the service levels set out at: <https://tinyurl.com/N360ServiceLevels-20210107>

5. Platform Availability. Company shall use commercially reasonable efforts to keep the Platform operating smoothly and efficiently and to make the Platform available 24 hours a day, 7 days a week, except for: (i) Scheduled Downtime, of which Company shall give notice via the Platform and which Company shall schedule to the extent practicable during the weekend hours (i.e., from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday) or such other days and times so as to minimize interference with Customer's daytime business activities; or (ii) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, Force Majeure Events, strikes or other labor problems (other than those involving Company's employees), or internet service provider failures or delays. Customer acknowledges and agrees that, given that the Platform operates using computer equipment, computer software programs, telecommunications services, and the internet, Company shall not be responsible for delays or service interruptions

attributable to causes beyond its reasonable control. Company will maintain adequate backup arrangements and equipment in order to maintain Customer's data stored on or through the Platform in the event of the failure of any of Company's equipment.

6. Platform Downtime. If Customer opts out or otherwise objects in writing to Company prior to commencement of a Scheduled Downtime, Company shall not be liable for the failure to obtain any such updates or other maintenance or adjustments to the Platform. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies to the extent that such delays or deficiencies are caused by Customer's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

7. Maintenance Releases. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Deliverables) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Company to Customer are deemed part of the Platform. Customer agrees that Company has no obligation to continue to provide or enable any particular features or functionality. Customer does not have any right hereunder to receive any New Versions of the Platform that Company may, in its sole discretion, release from time to time. Company may license any New Version at Company's then-current list price and subject to a separate Order Form, provided that Customer is in compliance with the terms and conditions of this Addendum.

8. Platform Suggestions and Improvements. If Customer provides any suggestions to Company or its Affiliates, Company will be entitled to use the suggestions without restriction. Customer hereby irrevocably assigns to Company all right, title, and interest in and to the suggestions and agrees to provide assistance in documenting, perfecting, and maintaining Company's rights in the suggestions.

9. Use of Data. Customer hereby grants Company a perpetual, royalty-free license to use all data and analytics related to the Platform, and Customer's use thereof, for purposes of using the data to improve the Platform and the product offerings of Company, and for other purposes, including, without limitation, other business applications by Company, all of which rights shall survive the expiration of the term or termination, and shall be without any payment from Company.

10. Student and Staff Records. Company acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "**Records**"). The Records are the sole property of Customer. Company shall maintain the confidentiality of the Records. Company shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. Company may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure. Customer is solely responsible for obtaining all rights, permissions, and consents from its users and other personnel that are necessary to grant the rights under this Addendum.

11. Company's Responsibilities.

11.1 Company shall provide the Platform in accordance with applicable laws and government regulations.

11.2 Company will employ reasonable safeguards to protect the security of the Platform.

12. Customer's Responsibilities.

12.1 Customer shall pay the subscription fees set forth in the applicable Order Form, on payment terms set in the MSA.

12.2 Customer is responsible and liable for all uses of the Platform and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Service Recipients, and any act or omission by an Authorized Service Recipients that would constitute a breach of this Addendum if taken by Customer will be deemed a breach of this Addendum by Customer. Customer shall use reasonable efforts to make all Authorized Service Recipients aware of this Addendum A's provisions as applicable to such Authorized Service Recipients' use of the Platform and shall cause Authorized Service Recipients to comply with such provisions.

12.3 Customer shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of Customer Materials and of the means by which Customer acquired its Customer Materials; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Company promptly of any such unauthorized access or use; and (iii) use the Platform only in accordance with Company's guidelines, including those set forth in the Platform Terms of Use available through the Platform, as may be amended from time to time, and applicable laws and government regulations.

12.4 Customer shall not: (i) make the Platform available to anyone other than Authorized Service Recipients; (ii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Platform to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

12.5 If Customer is in material breach of any obligations, in addition to any of its other rights or remedies, Company reserves the right to immediately suspend Customer's use of the Platform without liability to Customer, until such breach is cured.

12.6 Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Platform. Company will promptly return to Customer or securely dispose of all Customer Materials in its possession. Customer shall pay Company's then-current standard rates for Company's work to destroy or to format, prepare, and deliver Customer Materials to Customer.

13. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Customer acknowledges that the Platform is made available pursuant to license in accordance with the terms of this Addendum A and neither the Platform nor any Platform services constitute Deliverables under the MSA.

14. Warranties and Warranty Disclaimer.

14.1 Company warrants that (i) Platform will perform materially in accordance with documentation made available to Customer and (ii) the functionality of Platform will not be materially decreased during a Subscription Term.

14.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.1, THE PLATFORM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

14.3 Each party represents and warrants that it will not transmit to the other party any Malicious Code.

14.4 Customer warrants that it and its agents, and any person acting for the benefit of Customer or on its behalf or with its authorization, will in all respects comply with all applicable laws and regulations and refrain from violating the rights or infringing the interests (or attempting to do so) of any third parties in connection with the use of the Platform, including without limitation in the selection, gathering, creation, modification, uploading onto the Platform, maintenance, preservation, retrieval, dissemination, other utilization, and (for Customer, only) granting access of and to the Uploaded Content stored in Customer's Platform area. Customer affirms that it has, and at all times will have, all necessary rights, licenses, consents, and permissions (without the need for any additional approval, waivers, or releases, or payment to another person or entity) to submit, store, develop, use, disseminate, and grant access to all of the Uploaded Content with regard to any restraints that otherwise might be imposed by law or contract protecting copyrights, patents, trademarks, trade secrets, trade names, or privacy, publicity, or confidentiality (including statutory and contractual restrictions on disclosure and appropriation), and/or for any other intellectual property rights or rights or interests arising in connection with proprietary information.

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Navigate360, LLC – Master Services Agreement and Software Services Addendum A
Behavioral Threat & Suicide Case Management

NAVIGATE360 - ORDER FORM

Customer: Fox Chapel Area School Dist
611 Field Club Rd
Pittsburgh, PA 15238
Timothy Mahoney
timothy_mahoney@fcasd.edu

Proposal No: Q-98399
Proposal By: Michelle Schramm
Email: mschramm@navigate360.com
Opp Number: 203712
Proposal Expires: 6/30/2024

Total Investment: \$28,980.00 - Net 30

Term: The 36 month term for subscription services begins on **7/1/2024** and ends on **6/30/2027**. Subscription services will be billed according to the following invoice schedule: One-Time Payment

Notes:

SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
Behavioral Threat & Suicide Case Management Subscription- CSTAG Per Student	Threat Assessment Platform using CSTAG methodology with full unlimited access to all users.	4200 Students	\$9,240.00

ONE-TIME SERVICES AND FEES

Product	Description	Quantity	Price
Implementation Fee - Threat Assessment	Implementation Fee - Threat Assessment	4200 Students	\$1,260.00

Subscription Total: \$27,720.00

One-Time Services & Fees Total: \$1,260.00

Total: \$28,980.00

Proposal No: **Q-98399**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

☒ By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Fox Chapel Area School Dist MSA](#)

[Software Services Addendum A](#)

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____
A/P Phone: _____
A/P Email: _____
A/P Address: _____
City: _____
State (2 Letter Abbreviation): _____
Zip Code: _____
Federal Tax ID: _____
Purchase Order
☐ Attached PO #: _____
☐ PO in process to be sent separately:
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: Marybeth Dadd
Title: School Board President
Date: June 10, 2024
Signature: _____

Sales Tax Exemption Certificate must be attached.

Upload Document:

Proposal No: **Q-98399**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the "**Company**") and Customer, whose detailed information is set forth on the applicable Order Form (the "**Customer**").

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>
2. Services. Company shall provide the Services to Customer pursuant to the Addenda as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

Addendum A: Software Services
<https://tinyurl.com/N360AddendumA-20210106>

Only Addenda included on an Order Form shall apply. Additional Services may be purchased after the Effective Date subject to execution of additional Order Form.

3. Company's Obligations.
 - 3.1 Company shall:
 - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.
 - 4.1 Customer shall:
 - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the "**Customer Contract Manager**");
 - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, current and accurate maps, wifi credentials, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services. Authorized Service Recipients shall always keep the Customer aware of Company's schedule in providing the Services. Any Services refused or needing to be rescheduled due to any Authorized Service Recipient not sharing the relevant information/schedule of the Company for providing Services shall incur additional fees as set out in the Order Form;
 - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
 - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any

US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Additional fees may be incurred as a result of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees being in breach of this provision.

5. Term and Termination.

5.1 Term and Renewal. The term of this Agreement shall be set out on the Order Form (the "**Term**"). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current Term. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement for cause, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or
- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to an annual increase of the greater of 5% or CPI.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 One-time Training Classes shall include a 30-day money back guarantee from the signing date of this Agreement, cancellations after the 30th day will be provided a voucher for an equivalent class for use within 180 days.

6.7 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights: Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of Services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of

this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and
- (b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

- (a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;
- (b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;
- (c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or
- (d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 To the fullest extent permitted by Law, Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;
- (b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and
- (c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS

FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one (1) year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the

date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in Allegheny County, Pennsylvania. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SOFTWARE SERVICES ADDENDUM

1. Integration. This Software Services Addendum ("**Addendum A**") attached to that certain Master Services Agreement between the parties (the "**MSA**") constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum A are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum A expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum A and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>

3. Access and Use.

3.1 Provision of Access. Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6 of the MSA) right to access and use the Platform during the Subscription Term, solely for use by Authorized Service Recipients in accordance with the terms and conditions set forth in this Addendum. Such use is limited to Customer's internal use. The total number of Authorized Service Recipients and buildings covered (if applicable) set forth in the applicable Order Form cannot be decreased during the Subscription Term, and the total number of Authorized Service Recipients and buildings for which the Platform is used (if applicable) will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and, if increased, subject to any appropriate adjustment of the fees payable in connection therewith. If any amount owing by Customer under this or any other agreement for the Services is 30 days or more overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company's use of the Platform until such amounts are paid in full.

3.2 Access and Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Addendum. Customer may not access or use the Platform if Customer is Company's direct competitor, except with Company's prior written consent. In addition, Customer may not access or use the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Service Recipients to: (i) copy, frame, mirror, modify, or create derivative works of the Platform or Pre-Existing Materials, in whole or in part, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (ii) rent, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Pre-Existing Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Platform or Deliverables. Customer shall not disclose the results of any benchmark tests run on the Platform, without the prior written approval of Company.

3.3 Passwords. Customer and its Authorized Service Recipients are responsible for keeping its passwords and access credentials associated with the Platform confidential and assumes all responsibility for doing the same. Neither Customer nor any Authorized Service Recipients shall sell or transfer them to any other person or entity. Customer will promptly notify Company about any unauthorized access to its passwords or access credentials. Company acknowledges that Company must have access to Customer's systems and any and all systems and resources to perform its duties. As such, Company must have access to Customer's passwords. If a password is lost or not available, Company will not be held liable for being unable to provide the Platform or the Services.

3.4 Suspension. Company may suspend or terminate Customer's right to access or use any portion or all of the Platform, or its Services, immediately upon notice if: (i) Customer's use of the Platform (a) poses a security risk to the Platform or any third party, (b) could adversely impact Company systems, the Platform, or the systems or data of any other Company customer or third party, (c) could subject Company, its Affiliates, or any third party to liability, or (d) could be fraudulent, illegal, or contrary to Company's documentation or instructions; or (ii) Customer is in breach of this Addendum. If Company suspends Customer's right to access or use any portion of the Platform, Customer remains responsible for all fees and charges Customer incurs during the period of suspension.

4. Service Levels and Support. The Platform shall be available according to the service levels set out at: <https://tinyurl.com/N360ServiceLevels-20210107>

5. Platform Availability. Company shall use commercially reasonable efforts to keep the Platform operating smoothly and efficiently and to make the Platform available 24 hours a day, 7 days a week, except for: (i) Scheduled Downtime, of which Company shall give notice via the Platform and which Company shall schedule to the extent practicable during the weekend hours (i.e., from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday) or such other days and times so as to minimize interference with Customer's daytime business activities; or (ii) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, Force Majeure Events, strikes or other labor problems (other than those involving Company's employees), or internet service provider failures or delays. Customer acknowledges and agrees that, given that the Platform operates using computer equipment, computer software programs, telecommunications services, and the internet, Company shall not be responsible for delays or service interruptions

attributable to causes beyond its reasonable control. Company will maintain adequate backup arrangements and equipment in order to maintain Customer's data stored on or through the Platform in the event of the failure of any of Company's equipment.

6. Platform Downtime. If Customer opts out or otherwise objects in writing to Company prior to commencement of a Scheduled Downtime, Company shall not be liable for the failure to obtain any such updates or other maintenance or adjustments to the Platform. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies to the extent that such delays or deficiencies are caused by Customer's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

7. Maintenance Releases. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Deliverables) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Company to Customer are deemed part of the Platform. Customer agrees that Company has no obligation to continue to provide or enable any particular features or functionality. Customer does not have any right hereunder to receive any New Versions of the Platform that Company may, in its sole discretion, release from time to time. Company may license any New Version at Company's then-current list price and subject to a separate Order Form, provided that Customer is in compliance with the terms and conditions of this Addendum.

8. Platform Suggestions and Improvements. If Customer provides any suggestions to Company or its Affiliates, Company will be entitled to use the suggestions without restriction. Customer hereby irrevocably assigns to Company all right, title, and interest in and to the suggestions and agrees to provide assistance in documenting, perfecting, and maintaining Company's rights in the suggestions.

9. Use of Data. Customer hereby grants Company a perpetual, royalty-free license to use all data and analytics related to the Platform, and Customer's use thereof, for purposes of using the data to improve the Platform and the product offerings of Company, and for other purposes, including, without limitation, other business applications by Company, all of which rights shall survive the expiration of the term or termination, and shall be without any payment from Company.

10. Student and Staff Records. Company acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "**Records**"). The Records are the sole property of Customer. Company shall maintain the confidentiality of the Records. Company shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. Company may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure. Customer is solely responsible for obtaining all rights, permissions, and consents from its users and other personnel that are necessary to grant the rights under this Addendum.

11. Company's Responsibilities.

11.1 Company shall provide the Platform in accordance with applicable laws and government regulations.

11.2 Company will employ reasonable safeguards to protect the security of the Platform.

12. Customer's Responsibilities.

12.1 Customer shall pay the subscription fees set forth in the applicable Order Form, on payment terms set in the MSA.

12.2 Customer is responsible and liable for all uses of the Platform and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Service Recipients, and any act or omission by an Authorized Service Recipients that would constitute a breach of this Addendum if taken by Customer will be deemed a breach of this Addendum by Customer. Customer shall use reasonable efforts to make all Authorized Service Recipients aware of this Addendum A's provisions as applicable to such Authorized Service Recipients' use of the Platform and shall cause Authorized Service Recipients to comply with such provisions.

12.3 Customer shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of Customer Materials and of the means by which Customer acquired its Customer Materials; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Company promptly of any such unauthorized access or use; and (iii) use the Platform only in accordance with Company's guidelines, including those set forth in the Platform Terms of Use available through the Platform, as may be amended from time to time, and applicable laws and government regulations.

12.4 Customer shall not: (i) make the Platform available to anyone other than Authorized Service Recipients; (ii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Platform to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

12.5 If Customer is in material breach of any obligations, in addition to any of its other rights or remedies, Company reserves the right to immediately suspend Customer's use of the Platform without liability to Customer, until such breach is cured.

12.6 Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Platform. Company will promptly return to Customer or securely dispose of all Customer Materials in its possession. Customer shall pay Company's then-current standard rates for Company's work to destroy or to format, prepare, and deliver Customer Materials to Customer.

13. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Customer acknowledges that the Platform is made available pursuant to license in accordance with the terms of this Addendum A and neither the Platform nor any Platform services constitute Deliverables under the MSA.

14. Warranties and Warranty Disclaimer.

14.1 Company warrants that (i) Platform will perform materially in accordance with documentation made available to Customer and (ii) the functionality of Platform will not be materially decreased during a Subscription Term.

14.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.1, THE PLATFORM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

14.3 Each party represents and warrants that it will not transmit to the other party any Malicious Code.

14.4 Customer warrants that it and its agents, and any person acting for the benefit of Customer or on its behalf or with its authorization, will in all respects comply with all applicable laws and regulations and refrain from violating the rights or infringing the interests (or attempting to do so) of any third parties in connection with the use of the Platform, including without limitation in the selection, gathering, creation, modification, uploading onto the Platform, maintenance, preservation, retrieval, dissemination, other utilization, and (for Customer, only) granting access of and to the Uploaded Content stored in Customer's Platform area. Customer affirms that it has, and at all times will have, all necessary rights, licenses, consents, and permissions (without the need for any additional approval, waivers, or releases, or payment to another person or entity) to submit, store, develop, use, disseminate, and grant access to all of the Uploaded Content with regard to any restraints that otherwise might be imposed by law or contract protecting copyrights, patents, trademarks, trade secrets, trade names, or privacy, publicity, or confidentiality (including statutory and contractual restrictions on disclosure and appropriation), and/or for any other intellectual property rights or rights or interests arising in connection with proprietary information.

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Kristine Orosz – Contractual Agreement

**Fox Chapel Area School District
611 Field Club Road
Pittsburgh, PA 15238
412-963-9600**

CONTRACTUAL AGREEMENT

Between: Kristine Orosz



And: Fox Chapel Area School District

TERMS OF CONTRACT ARE AS FOLLOWS:

1. Dates and Frequency: Services will be provided from July 1, 2024 through June 30, 2025.
2. Services: To provide special education evaluations to students identified by the Fox Chapel Area School District.
3. Kristine will maintain current certification, state-mandated clearances, and provide malpractice insurance.
4. Fox Chapel Area School District will be responsible for maintaining all student records.
5. Payment: The hourly cost of services is \$60.00 per hour. An invoice will be submitted on a monthly basis delineating hours of student evaluations provided Payment for hours worked will be made within 30 days of the dated invoice.
6. Either party, when given a 30-day written notice, may terminate this contract.

Kristine Orosz

Date

Marybeth Dadd
School Board President
Fox Chapel Area School District

Date

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Seton Hill University – College Partnership Agreement



**College in High School
Dual Credit Agreement**

between

Seton Hill University

and

Fox Chapel Area School District

2024-2025 School Year

Dual Credit Agreement

This Agreement is entered into by and between **Fox Chapel Area School District** (hereinafter referred to as the “School/District”) and **Seton Hill University** (hereinafter referred to as the “University”). This agreement sets out the terms and conditions of the dual credit program offered by these two institutions.

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

1. Term

The term of this agreement shall be from July 01, 2024 - June 30, 2025.

2. Student Eligibility

- A. Students who meet all of the following criteria are qualified to participate in the Dual Credit Program:
 - 1. The student is a high school junior or senior.
 - 2. The student will be on track to fulfill graduation requirements by the end of his/her senior year based upon credits earned and required courses completed/scheduled.
 - 3. The student has demonstrated proficiency in reading, writing, and mathematics as determined by School/District assessment.
 - 4. The student has demonstrated ability and readiness for college-level coursework in the intended area of study as determined by the School/District.
 - 5. The student has the recommendation of the High School Principal or his/her designated High School Liaison.
- B. Students who do not meet the criteria under section A may be permitted to enroll in College in High School Dual Credit courses if they meet the following alternative criteria and receive approval from both the University and the High School Principal or his/her designated High School Liaison.
 - 1. The student is a sophomore or junior with a cumulative grade point average of 3.5 or better and meet the criteria stated in parts 2, 3, 4, and 5 above.
 - 2. The student has demonstrated exceptional ability in a content area and has the recommendation of the High School Principal or his/her designated High School Liaison.
- C. In order to remain in the College in High School Dual Credit program, the School/District may require a student to maintain a grade point average of 3.0 and maintain a minimum grade of C (2.0) in each College in High School Dual Credit course in which they are enrolled.

3. Courses Offered

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

- A. The courses are in academic subjects as defined by the Every Student Succeeds Act of 2015. These subjects include English, reading or language arts, mathematics, science, foreign language, civics and government, economics, arts, history, and geography. The ESSA expanded core subjects to include writing, technology, engineering, computer science, music, and health.
- B. Each course has a strong history of transfer as determined by the University's Registrar's Office.
- C. All courses will be evaluated by the University to assure the content and rigor meets the expectations of a college-level course.
- D. Students who are not enrolled in a College in High School Dual Credit program may be enrolled in a College in High School Dual Credit class offering, but will not be eligible for college credit for the course.
- E. Tuition for each course will be \$230, paid to Seton Hill University.
- F. Student, parent, or guardian is responsible for CHS tuition and fees. The school district may pay any costs related to a student enrolling in the course(s) offered.

4. Student Academic Credit

Students will not be allowed to enroll in more than 12 postsecondary credits through College in High School Dual Credit per academic semester. (24 per academic year) The University will award credit to students who successfully complete courses associated with the Seton Hill University College in High School Program. The University will record this credit in the same manner as other students who take a course at the University.

5. Role of the Instructor

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

- A. All College in High School Dual Credit instructors will be approved by the University in order to teach in the program.
- B. A College in High School Dual Credit instructor will submit a resume or curricula vitae, a current, complete University formatted course syllabus, and a copy of the course final exam or project (including the project evaluation tool).
- C. Instructors will be considered an Adjunct of the University.
- D. Instructors will have access to and use of the Reeves Memorial Library

E. Instructors will submit grades in accordance with College in High School deadlines.

6. Grades

The Seton Hill University grade is based only on performance on the course examinations, projects, and assignments and is recorded on the official Seton Hill University transcript. CHS instructors, as regards the reporting of grades to Seton Hill, will establish their grading procedures in keeping with the University's policy. The grading procedure will be clearly explained on the course syllabus. CHS instructors must record letter grades (not percentages) electronically to the University's web portal after the last day of classes but no later than the date provided in the University grade submission instructions.

The following grading scale and quality points will be assigned per credit:

Grade	Scale	Description
A	93-100%	Indicates the student has demonstrated superior aptitude and initiative in the course and produced work of excellence and distinction characterized by practical application, originality, creativity, insight, and understanding.
A-	90-92%	
B+	87-89%	Indicates the student has demonstrated very good aptitude and has given evidence of marked achievement in accuracy, practical application, originality, creativity, insight, and understanding.
B	83-86%	
B-	80-82%	
C+	77-79%	Indicates the student has demonstrated minimal aptitude and achievement toward accuracy, practical application, originality, creativity, insight, and understanding.
C	73-76%	
C-	70-72%	
D+	67-69%	Indicates work that, while unsatisfactory in some respects, is acceptable enough on an overall basis to receive university credits.
D	63-66%	
D-	60-62%	
F	0-59%	Indicates failure in the course. No credit is awarded.

7. Promotional Material

The University agrees to work collaboratively with the School/District Principal or his/her designated High School Liaison to provide students with information about the College in High School Dual Credit program. The School/District agrees to publicize the program to eligible students through normal promotional procedures utilized by the School/District (websites, school-sponsored social media, presentations, bulletins, posters, announcements, etc.)

8. Additional Administrative Responsibilities

The University will provide the necessary course registration materials and instructions. Course registrations must be completed online at the online address provided in the School/District promotional materials provided by the University. Registrations will be completed by the date stated in the promotional materials.

Signatures

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

For School District:

Signature of School/District Administrator or Liaison

June 10, 2024

Date

Michael Hower, Ed.D., Fox Chapel Area High School Lead Principal
Printed name of the School/District Administrator or Liaison

For Seton Hill University:



Kathryn Rother
Assistant Dean, Academic Affairs

04-22-2024

Date

Susan Yochum, SC, Ph.D.
Provost

Date

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Pittsburgh Behavioral Services, Inc. DBA PGH ABA
Educational Summer Program Service Agreement

PGH ABA EDUCATIONAL SUMMER PROGRAM SERVICE AGREEMENT

THIS EDUCATIONAL SUMMER PROGRAM AGREEMENT (the "Agreement") made and entered into this 10th day of June 2024 by and between: Pittsburgh Behavioral Services, Inc, DBA PGH ABA (the "Educational Provider") a Pennsylvania non-profit corporation, a PA licensed Intensive Behavioral Health Provider (IBHS), and a PA licensed certified private academic special education school for children with Autism, and Fox Chapel Area School District, (the "District"), a political subdivision of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the District desires to contract with the Educational Provider for the provision of educational services and related supports for one student based on the alignment of the student's needs and the services and supports provided by the Educational Provider.

WHEREAS, the Educational Provider shall fulfill the duties necessary to promote meaningful educational progress for the student, aligned with the student's assigned Extended School Year (ESY) goals and services documented for provision at PGH ABA in the child's Individualized Education Plan ("IEP"). Additional duties of the Educational Provider include ensuring support of student/family due process rights, and complying with all state and federal regulatory standards. Provision of these services will be facilitated through the Educational Provider assuming educational responsibility for the student through a contracted placement of the student by the District to the Educational Provider.

WHEREAS, the Educational Provider is willing to enter into this Agreement upon the terms and conditions herein set forth;

NOW, THEREFORE, for the consideration set forth in this Agreement and intending to be legally bound hereby, the Educational Provider and the District mutually promise and agree as Follows:

1.Services Provided.

The District agrees to and does hereby retain the Educational Provider to provide summer program support including special education services and related services for the agreed upon student based on the targeted goals and services assigned for implementation through the PGH ABA Summer Program and documented in the extended school year section of the child's IEP. Duties accepted include: responsibility for the provision of educational services outlined in accordance with certified private academic school licensure and the child's ESY services and goals documented in his/her IEP.

Educational Services. The Educational Provider agrees to provide the following services: the delivery of instruction aligned with licensure standards and ESY assigned IEP goals, the delivery of specially designed instruction as indicated in the student's ESY IEP goals/services,

the provision of related services such as physical therapy (PT), occupational therapy (OT), speech and language therapy (SLP), and vision services as outlined in ESY section of the IEP. Additional duties accepted by the Educational Provider include providing instruction in research validated instructional strategies, implementing behavioral protocols aligned with the student's functional behavior assessment (FBA) and Positive Behavior Support Plan (PBSP), and maintaining data collection systems for the student.

Behavioral Health Collaborative Model. The Educational Provider also agrees to offer collaborative support through family-optional participation in the collaborative behavioral health model offered through Pittsburgh Behavioral Services. Access to this model is intended to promote a unified approach to supporting the student's needs. If a family opts into this service, the Educational Provider agrees to support and recommend collaborative treatment planning with the behavioral health team to support opportunities for inclusion in activities and events within the home/school/community.

2. Time Allocation.

SUMMER PROGRAM. The Parties agree that the Agreement for participation in the PGH ABA Summer Program promotes continuity of care, is intended to combat regression, retention, and recoupment concerns due to extended educational breaks, and is intended to limit disruptions in educational progress. If participation in the PGH ABA Educational Summer Program is deemed appropriate based on the services and supports provided through the PGH ABA Summer Program, qualifying factors for the student in accordance with PA Code Title 22 Chapter 14, is documented in the child's IEP as qualifying and has aligned ESY goals and services documented, and the family is seeking participation in the program, the PGH ABA Summer Program will provide twenty-three (23), three (3) hour partial days of summer programming and educational service delivery at a cost of \$2,000.

3. Compensation. The District shall pay the Educational Provider a tuition of \$2,000 for participation of the agreed upon student in the PGH ABA Summer Program. This total tuition of \$2,000 will be invoiced to the District in one (1) installment and payment is due within 30 days of the invoice. The invoice for the 2024 PGH ABA Summer Program will be distributed on June 15th, 2024.

4. Confidentiality. Neither Party will disclose to any person or entity any confidential or proprietary information of the other Party or the student in violation of any applicable law. The Educational Provider also agrees not to disclose to any person or entity any information that violates a policy or rule of the District that has been disclosed to the Educational Provider in writing. To the extent disclosure of the other Party's or the student's confidential information is required by law, the Party legally obligated to make the disclosure shall provide the other Party with written notice of the required disclosure and also agrees to cooperate with the other Party to the maximum extent possible to ensure any available protective orders can be obtained. However, the Party legally obligated to disclose will not be required to undertake any financial obligation in assisting the other Party in taking steps to secure protective orders.

5. Parental Consent. Educational placement services and other services outlined as provided by the Educational Provider will begin only after written consent from parent/guardian(s) of the student is received. If parental consent is expressly terminated following placement at the Educational Provider, immediate efforts will be made to collaboratively work with the District to determine next steps for placement and the provision of educational services.

6. Limited Liability. The Educational Provider shall not be liable to the District, or to anyone who may claim any right due to any relationship with the District, for any acts or omissions in the performance of the services on the part of the Educational Provider, or on the part of the agents or employees of the Educational Provider, except when these acts or omissions of the Educational Provider are due to willful misconduct or culpable negligence. The District shall hold the Educational Provider free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from or growing out of the services rendered pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise as a direct result of the willful misconduct or culpable negligence of the Educational Provider, and the Educational Provider is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction. The District's indemnification covenant is subject to and with reservation of any immunities and/or limitations of damages afforded the District by applicable law.

7. Limitation of Liability. Notwithstanding any other provisions of this Agreement, in no event shall either Party be responsible for special, indirect, incidental, or consequential damages, however caused.

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

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

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

10. Termination. The Educational Provider can terminate this Agreement at any time in its entirety or with respect to the student, based upon a change of placement evaluation process, and/or upon sixty (60) days written notice to the District. The District can terminate this Agreement based upon a change of placement evaluation process, and/or upon sixty (60) days written notice to the Educational Provider. The District will pay the Educational Provider all amounts otherwise payable hereunder for compensation through the date of termination of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified or changed in any respect except in writing duly signed by the Parties hereto.

12. Governing Law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

13. Compliance With Laws. The Educational Provider shall fully comply with all laws, ordinances, resolutions, and administrative regulations applicable to any work performed under this Agreement. While present in the District's schools, Educational Provider's personnel shall abide by applicable school policies, including those prohibiting the use of tobacco and alcohol and the possession of weapons.

14. Required Clearances. Prior to the commencement of performance, any personnel or subcontractors assigned to provide services by the Educational Provider shall secure state and federal criminal history reports as required by Section 111 of the Public School Code, child abuse clearance statements as required by the Child Protective Services Act, and an employment history review as required by Section 111.1 of the Public School Code.

15. Subcontracting. The Educational Provider may provide services through the use of qualified subcontractors, such as physical therapists, occupational therapists, speech therapists, vision teachers, nursing services, and school psychology service providers. All information on subcontractors, as required under Paragraph 13 above, will be on file and available for review by the District upon request.

16. Insurance. During the term of this Agreement, the Educational Provider and/or its subcontractors shall maintain liability insurance at a minimum of \$1,000,000 and shall furnish certificates of such insurance to the District upon request.

17. Interpretation of Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


18. Captions. Captions in this Agreement are solely for purposes of identification and shall not in any manner alter or vary the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the date first above written.

WITNESS:



EDUCATIONAL PROVIDER



Pittsburgh Behavioral Services, INC / DBA
Pittsburgh ABA

ATTEST:

SCHOOL DISTRICT

Fox Chapel Area School District

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Pittsburgh Behavioral Services, Inc. DBA PGH ABA
Educational Placement Service Agreement

PITTSBURGH ABA SCHOOL EDUCATIONAL PLACEMENT SERVICE AGREEMENT

THIS EDUCATIONAL PLACEMENT AGREEMENT (the "Agreement") made and entered into this 10th day of June 2024 by and between: Pittsburgh Behavioral Services, Inc, DBA PGH ABA (the "Educational Provider") a Pennsylvania non-profit corporation, a PA licensed Intensive Behavioral Health Provider (IBHS), and a PA licensed certified private academic special education school for children with Autism, and Fox Chapel Area School District, (the "District"), a political subdivision of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the District desires to contract with the Educational Provider for the provision of educational services and related supports for one student based on the alignment of the student's needs and the services and supports provided by the Educational Provider.

WHEREAS, the Educational Provider shall fulfill the duties necessary to promote meaningful educational progress for the student, aligned with the student's Individualized Education Plan ("IEP"), student/family due process rights, and state and federal regulatory standards. Provision of these services will be facilitated through the Educational Provider assuming educational responsibility for the student through a contracted placement of the student by the District to the Educational Provider.

WHEREAS, the Educational Provider is willing to enter into this Agreement upon the terms and conditions herein set forth;

NOW, THEREFORE, for the consideration set forth in this Agreement and intending to be legally bound hereby, the Educational Provider and the District mutually promise and agree as Follows:

1. Services Provided.

The District agrees to and does hereby retain the Educational Provider to provide special education services and related services to the agreed upon student. Duties accepted include: responsibility for the provision of educational services outlined in accordance with certified private academic school licensure and the child's IEP.

Educational Services. The Educational Provider agrees to provide the following services: the delivery of instruction aligned with licensure standards and IEP goals, the delivery of specially designed instruction as indicated in the student's IEP, the provision of related services such as physical therapy (PT), occupational therapy (OT), speech and language therapy (SLP), and vision services. The Educational Provider undertakes the duty to complete all required state testing and documentation in accordance with state and federal regulations. Additional duties accepted by the Educational Provider include providing instruction in research validated instructional strategies, implementing behavioral protocols aligned with the student's functional

behavior assessment (FBA) and Positive Behavior Support Plan (PBSP), and maintaining data collection systems for the student.

Behavioral Health Collaborative Model. The Educational Provider also agrees to offer collaborative support through family-optional participation in the collaborative behavioral health model offered through Pittsburgh Behavioral Services. Access to this model is intended to promote a unified approach to supporting the student's needs. If a family opts into this service, the Educational Provider agrees to support and recommend collaborative treatment planning with the behavioral health team to support opportunities for inclusion in activities and events within the home/school/community.

Transition Consultative Support. In the event that both Parties agree that a change in the educational placement is in the best interest of the student, and if the family opted into the collaborative behavioral health program, the Educational Provider will support and assist in the development of a collaborative consultation plan, to extend no more than sixty (60) calendar days, with the behavioral health team to provide training and consultation to the District to promote a smooth transition from one educational placement to another.

2. Time Allocation.

School Year. The Parties agree that the educational services will be provided in alignment with the published calendar for the elementary program at the Educational Provider. The calendar for the 2024-2025 school year includes one hundred and eighty two (182) student school days, with a minimum of (5.0) hours of instruction daily and six and a half (6.5) hours of total care.

ESY. The Parties agree that the Agreement for educational services will include access to the PGH ABA extended school year (ESY) program to promote continuity of care. If placement at the Educational Provider for ESY is deemed appropriate for the student, and the family is seeking participation in the program, the ESY program will include twenty-four (24), three (3) hour partial days of educational service delivery throughout the summer to promote continuity of care and the retention of skills at an additional cost of \$2,000. If the IEP team determines that a student will not be attending ESY through the 2025 PGH ABA Summer Program, no invoice for ESY services will be distributed.

Placement Transition. If it is determined that the student is no longer in need of full-time educational support through the Educational Provider, the Parties mutually agree on a prorated schedule of payment reflective of the hours of educational services provided by the Educational Provider's team. The Educational Provider's prorated schedules are broken down into minimum time intervals of half ($\frac{1}{2}$) day segments.

3. Compensation. The District shall pay the Educational Provider an annual tuition of \$62,500 per year plus \$2,000 for ESY for the agreed upon student. This total tuition of \$64,500 will be invoiced to the District in ten (10) monthly installments and payment is due within 30 days of each invoice. If the IEP team opts out of ESY, then the total tuition cost of \$62,500 will be invoiced to the district in ten (10) monthly installments and payment is due within 30 days of

each invoice. Initial invoices for the 2024-2025 school year will be distributed August 15, 2024 and the invoices for each remaining month of the year will be distributed on the fifteenth (15th) day of each month.

4. Confidentiality. Neither Party will disclose to any person or entity any confidential or proprietary information of the other Party or the student in violation of any applicable law. The Educational Provider also agrees not to disclose to any person or entity any information that violates a policy or rule of the District that has been disclosed to the Educational Provider in writing. To the extent disclosure of the other Party's or the student's confidential information is required by law, the Party legally obligated to make the disclosure shall provide the other Party with written notice of the required disclosure and also agrees to cooperate with the other Party to the maximum extent possible to ensure any available protective orders can be obtained. However, the Party legally obligated to disclose will not be required to undertake any financial obligation in assisting the other Party in taking steps to secure protective orders.

5. Parental Consent. Educational placement services and other services outlined as provided by the Educational Provider will begin only after written consent from parent/guardian(s) of the student is received. If parental consent is expressly terminated following placement at the Educational Provider, immediate efforts will be made to collaboratively work with the District to determine next steps for placement and the provision of educational services.

6. Limited Liability. The Educational Provider shall not be liable to the District, or to anyone who may claim any right due to any relationship with the District, for any acts or omissions in the performance of the services on the part of the Educational Provider, or on the part of the agents or employees of the Educational Provider, except when these acts or omissions of the Educational Provider are due to willful misconduct or culpable negligence. The District shall hold the Educational Provider free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from or growing out of the services rendered pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise as a direct result of the willful misconduct or culpable negligence of the Educational Provider, and the Educational Provider is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction. The District's indemnification covenant is subject to and with reservation of any immunities and/or limitations of damages afforded the District by applicable law.

7. Limitation of Liability. Notwithstanding any other provisions of this Agreement, in no event shall either Party be responsible for special, indirect, incidental, or consequential damages, however caused.

8. Indemnification. The Educational Provider shall defend, indemnify, and hold the District and its directors, officers, employees, agents, representative, affiliates and related companies harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive, and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and

expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from (i) the Educational Provider's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement, or (ii) the negligent acts or omissions of the Educational Provider or any employee of the Educational Provider assigned to provide Services under this Agreement; provided in each case the District shall give prompt notice, cooperative, and assistance to the Educational Provider relative to any such claim or suit, and provided further in each case the District shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The defense and indemnification obligations of the Educational Provider shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Educational Provider under any workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts, and the Educational Provider hereby expressly agrees to waive any provision of any such statute or act whereby the Educational Provider could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise.

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

9. Independent Contractor. The Educational Provider acknowledges and understands that it is an independent contractor and not an agent or employee of the District, and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture or any other relationship between the Parties. The Educational Provider will be responsible for all items normally associated or required to perform the services outlined herein and shall set the work schedules of its employees. It is acknowledged and agreed that all individuals assigned to provided services by the Educational Provider hereunder are and shall at all times be employees or agents of the Educational Provider, and that the Educational Provider shall be solely responsible for paying wages,

making required payroll withholdings, and maintaining worker's compensation, unemployment compensation, and other similar insurance or benefits for or on behalf of its employees in full compliance with applicable laws. The Educational Provider shall be responsible for the payment of all federal, state, and local taxes and charges, including but not limited to all federal, state, and local income taxes arising out of services performed by its employees in connection with this Agreement.

10. Termination. The Educational Provider can terminate this Agreement at any time in its entirety or with respect to the student, based upon a change of placement evaluation process, and/or upon sixty (60) days written notice to the District. The District can terminate this Agreement based upon a change of placement evaluation process, and/or upon sixty (60) days written notice to the Educational Provider. The District will pay the Educational Provider all amounts otherwise payable hereunder for compensation through the date of termination of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified or changed in any respect except in writing duly signed by the Parties hereto.

12. Governing Law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

13. Compliance With Laws. The Educational Provider shall fully comply with all laws, ordinances, resolutions, and administrative regulations applicable to any work performed under this Agreement. While present in the District's schools, Educational Provider's personnel shall abide by applicable school policies, including those prohibiting the use of tobacco and alcohol and the possession of weapons.

14. Required Clearances. Prior to the commencement of performance, any personnel or subcontractors assigned to provide services by the Educational Provider shall secure state and federal criminal history reports as required by Section 111 of the Public School Code, child abuse clearance statements as required by the Child Protective Services Act, and an employment history review as required by Section 111.1 of the Public School Code.

15. Subcontracting. The Educational Provider may provide services through the use of qualified subcontractors, such as physical therapists, occupational therapists, speech therapists, vision teachers, nursing services, and school psychology service providers. All information on subcontractors, as required under Paragraph 13 above, will be on file and available for review by the District upon request.

16. Insurance. During the term of this Agreement, the Educational Provider and/or its subcontractors shall maintain liability insurance at a minimum of \$1,000,000 and shall furnish certificates of such insurance to the District upon request.

17. Interpretation of Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Captions. Captions in this Agreement are solely for purposes of identification and shall not in any manner alter or vary the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the date first above written.

WITNESS:

EDUCATIONAL PROVIDER

Pittsburgh Behavioral Services, INC / DBA
Pittsburgh ABA

ATTEST:

SCHOOL DISTRICT

Fox Chapel Area School District

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Glade Run Lutheran Services – Day Student Education Agreement
dba St. Stephens Lutheran Academy and St. Stephens Academy Utica

DAY STUDENT EDUCATION AGREEMENT

Made this 10th day of June, 2024 by and between **GLADE RUN LUTHERAN SERVICES dba St. Stephens Lutheran Academy 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 **FOX CHAPEL AREA SCHOOL DISTRICT**, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located at 611 Field Club Road, Pittsburgh, PA 15238 (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 to engage in the following types of education related services:

I. SERVICE OFFERINGS

1. SERVICE – EDUCATIONAL INSTRUCTION

Educational Instruction may include any of St. Stephens educational offerings: 1) ASD (Autism) Education Services; 2) Extended School Year (ESY); 3) Kindergarten.

- 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 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.

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. 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. Enrollment is based on available school days the student is enrolled in St. Stephens based on the St. Stephens School Calendar.
- b. During the course of enrollment at St Stephens Lutheran Academy, the billing for the first and last month of enrollment shall be prorated based on the number of available school days for that month while other months will be billed at total available school days.
- 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 that month in which the bill was received.

2. SERVICE – TRANSITIONS PROGRAMMING

Transitions Program - 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.

- a. 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).
- b. 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 A).
- 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. Glade Run will provide the District with written notice of the services identified as necessary.

Payment –Transitions Program

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. 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**. Enrollment is based on available school days the student is enrolled in St. Stephens based on the St. Stephens School Calendar.
- 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.
- 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.

- 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.

3. SERVICE – PARTIAL HOSPITALIZATION/DAY TREATMENT PROGRAM

Acute Partial Hospitalization/Day Treatment Program - Glade Run operates an on-site Acute Partial Hospitalization Program (APHP) and Day Treatment Program in which school age children are placed for a clinically enhanced day treatment program by existing day treatment providers including Residential Treatment Facilities, Psychiatric Inpatient Units, Psychiatric Emergency Rooms, Outpatient Providers, Family Based and BHRS Providers.

- a. Glade Run will provide educational instruction to students referred to it by the existing treatment providers. Students will receive three hours (8:00AM – 11:00AM) of instructional support.
- b. The Home District shall be responsible for providing the student's educational records. Glade Run will promptly notify the Home District of the admission of students placed at the APHP by agencies to facilitate the Home District's gathering of student's records.
- c. During treatment at the APHP, the student's assigned teacher will coordinate with the student's home district to gather information about the child's needs and Individualized Education Plan (IEP), inform the Home District of the child's progress in treatment, and develop a plan for transitioning the child back to the home school district prior to being discharged from APHP.

Payment – Acute Partial Hospitalization Program/Day Treatment Program

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. In consideration of the educational services provided by Glade Run, Glade Run shall receive tuition pursuant to the fee schedule set forth in Attachment A. Billing statements will be issued by Glade Run to the Home District on a monthly basis. Billing statements shall include the following information: name of student, address of the student's parent(s) and/or guardian(s), attendance, date of admission and date of discharge (if applicable). The Home District shall be responsible for the payment of tuition based upon the student's enrollment in the program and not the actual days of attendance. The Home District shall make payment of the aforesaid tuition to Glade Run within forty-five (45) days of receipt of the billing statement.

4. SERVICE – ONE-ON-ONE EDUCATIONAL INSTRUCTION

One-on-One Educational Instruction - Glade Run will provide specialized, one-on-one educational instruction to students that have been determined to require the specialized one-on-one educational instruction.

- a. Glade Run agrees to provide the necessary instruction through the hiring of a Personal Care Assistant for Behavioral Intervention who will provide personalized instruction to the student.
- b. Glade Run agrees to provide proof that the Personal Care Assistant for Behavioral Intervention is certified in both CPR and First Aid.

Payment – One-On-One 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. In consideration of the educational instruction provided by Glade Run, Glade Run shall receive tuition pursuant to the fee schedule set forth in Attachment A. Billing statements will be issued by Glade Run to the Home District on a monthly basis.

5. SERVICE - 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 A).** 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. IDEA procedures will be followed.

6. SERVICE - SPEECH, LANGUAGE and HEARING EVALUATION

Speech, Language and Hearing Evaluation are completed with parental consent. Upon referral or screening concerns, a diagnostic evaluation may include: an articulation protocol, a language tool, and vocabulary measure either receptive or expressive Modalities. Language sampling, if needed, is used. Formal tests are selected on a case-by-case basis as indicated by need. A written report will be provided. A two-week time frame may be necessary to complete the testing and supply the report.

7. SERVICE - INSTRUCTION/THERAPY

If identified as “in need” by standardized testing measures (at least a six-month delay), an Individualized Education Plan will be formulated for each client and reviewed yearly. Goals will be established specific to each client’s needs. A Speech Therapy Summary will be done at each yearly review. Speech personnel can be available for conferences, but it will be difficult due to scheduling conflicts. A case-by-case review based upon need will govern attendance.

Therapy will be provided on site during school days from September through the close of the school calendar. Each session will last approximately 25-30 minutes in length either individually or in groups of ten, but not more than three if similar goals are shared. Therapy will proceed until all goals are met, child leaves, or participation level diminishes with no chance of change. When therapy involves high school or equivalent child clients, it is important that the individual desires to participate and change his/her patterns. If not, discontinuation of services will be necessary. Motivation becomes a key issue in commencing or continuing services.

Sessions are usually weekly. Carryover activities will be provided to foster further progress. Daily therapy logs will be used to record progress throughout the year.

Services will be provided by a certified licensed Speech Pathologist or an assistant who directly coordinates programs with the Speech Pathologist who are contracted by Glade Run. Credentials may be reviewed if requested. All speech personnel possess at least a Bachelor’s Degree in Speech Pathology.

8. SERVICE - 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. Educationally related goals will be formulated by the evaluating occupational therapist or physical therapist for inclusion in the child’s IEP. 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 A).** 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. IDEA procedures will be followed.

II. OTHER - DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to the Pennsylvania Public School Code.

III. TERM AND TERMINATION

- a. The term of this agreement shall be the 2024-2025 school year, as indicated on the school calendar.
- b. The obligation of Glade Run to provide Educational, Transitions Programming or Partial Hospitalization/Day Treatment Program instruction to a specific student, IEP and non-IEP student, 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, transitions programming or Partial Hospitalization placement. Relative to the child's educational, transitional or Partial Hospitalization 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. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.

IV. 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. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.
- 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 and the rules and regulations adopted by the Pennsylvania Department of Education, specifically including 22 Pa. Code 14.133, regarding Positive Behavior Support.

- c. The District and Glade Run intend to comply fully with Act 138 of 2016 (Act). Glade Run shall notify the District when any student receiving educational services under this Agreement reaches three (3) unexcused absences in any school year and is therefore “truant” under the Act. Glade Run shall notify the District when any student receiving educational services under this Agreement reaches six (6) unexcused absences in any school year and is therefore “habitually truant” under the Act. The District shall be responsible for compliance with all requirements under the Act and any discretionary enforcement actions permitted by the Act.

V. 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.

VI. 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.

I. INDEMNITY

The parties hereto agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorney’s fees of said indemnification including, without limitation, the party’s respective directors, officers, shareholders, administrators, agents and employees to the following extent:

- a. to the extent that the District fails to fulfill any term, covenant or condition of this Agreement, or any duty imposed upon it by law or regulation, the District agrees to hold Glade Run harmless and indemnify Glade Run from any and all claims related to the same, including costs and attorney fees.
- b. to the extent that Glade Run fails to fulfill any term, covenant or condition of this Agreement, or any duty imposed upon it by law or regulation, the Glade Run agrees to hold the District harmless and indemnify the District from any and all claims related to the same, including costs and attorney fees.

VII. 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.

VIII. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this agreement in such a manner as to ensure that records, names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. ***Both parties will adhere to the guidance set forth under the Family Educational Rights and Privacy Act (FERPA).***

IX. 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.

X. ASSIGNMENT

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

XI. 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.

XII. BACKGROUND CHECKS

All employees of St. Stephens Lutheran Academy will possess the following background checks:

- (1) Pennsylvania State Police Criminal History Report
- (2) Pennsylvania Department of Human Services Child Abuse Report
- (3) Federal Criminal History Report
- (4) PDE 6004 Form – Arrest/Conviction Report and Certification Form
- (5) Sexual Misconduct/Abuse Disclosure Release Form pursuant to Act 168 of 2014
(see Section 111.1 of the Pennsylvania Public School Code)

The background checks, which are listed above, must be current at all times for employees of St. Stephens Lutheran Academy.

XIII. REMOTE LEARNING

When required by the Pennsylvania Governor and the Pennsylvania Department of Education, St. Stephens Lutheran Academy will maintain enrollment and educate students via remote learning.

XIV. PROCEDURES

The Home District hereby agrees that, as to those students referred to Glade Run for the provision of educational programs, Glade Run may employ the same discipline, health and welfare policy and procedures, physical intervention procedures and parents/students grievance procedures normally employed by Glade Run, to the extent that such procedures do not contradict such students' Individualized Education Plan or individual behavioral management plan contained therein. Notwithstanding the foregoing, Glade Run shall take no action which violates any student's right to due process under the Constitution of the United States or the Commonwealth of Pennsylvania, the Individuals with Disabilities Education Act, as amended, or regulations promulgated thereunder, the Pennsylvania Public School Code of 1949, as amended, the rules and regulations promulgated by the Pennsylvania Department of Education or State Board of Education or any other applicable federal or state law or regulation.

XV. HOLD HARMLESS

The Home District agrees to indemnify Glade Run, its directors, officers, agents and employees from and against any and all claims, actions, suits, proceedings, liability, loss, damages, judgments and expenses (including court costs and reasonable attorney's fees) arising directly or indirectly out of the acts or omissions of the Home District, its directors, officers, employees or agents in connection with this Agreement to the extent commensurate with the Home District's scope of liability or indemnity established by the Political Subdivision Tort Claims Act.

Glade Run agrees to indemnify the Home District, its directors, officers, agents and employees from and against any and all claims, actions, suits, proceedings, liability, loss, damages, judgments and expenses (including court costs and reasonable attorney's fees) arising directly or indirectly out of the acts or omissions of Glade Run, its directors, officers, employees or agents in connection with this Agreement.

This provision shall survive termination of this Agreement for any reason.

XVI. ENTIRE AGREEMENT

This document contains the entire integrated agreement between the parties hereto relative to the subject matters hereof and supersedes any and all prior representations, understandings or promises between the parties related thereto.

XVII. NO WAIVERS

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of rights of such party hereunder.

XVIII. JURISDICTION/VENUE

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any suit, action or proceeding arising out of or relating to this Agreement shall be brought only in the Court of Common Pleas of Butler County, Pennsylvania.

WHEREFORE, the parties hereto, by their duly authorized representatives, have executed this Agreement.

GLADE RUN LUTHERAN SERVICES

Signature



Steven Green, President/CEO

4/25/2024

Date

FOX CHAPEL AREA SCHOOL DISTRICT

Signature

Marybeth Dadd, School Board President

Print Name/Title

6/10/24

Date

ATTACHMENT A
ST. STEPHEN'S LUTHERAN ACADEMY - EDUCATION SERVICES
REFERRAL CONFIRMATION 2024-2025

Name of Student: _____ PA Secure ID #: _____

School District of Residence: _____ Date: _____

_____ is requesting placement of the above-referenced student at Glade
[Insert Name of School District]

Run Lutheran Services/St. Stephens Academy ("Glade Run") in the following program pending acceptance by
Glade Run. (Please note: billing is prorated over a 9-month period.)

Educational Services (check one):

- ____ Enhanced Education Program - \$220.34 per student per days enrolled
- ____ Life Skills Program - \$220.34 per student per student per days enrolled
- ____ Autism Education Program - \$268.78 per student per days enrolled
- ____ ESY (Extended School Year) - \$3,862.50 per student per session
- ____ Kindergarten - \$220.34 per student per days enrolled
- ____ Transitions Programming - \$220.50 per student per days enrolled
- ____ Partial Hospitalization Program Educational Services - \$160.62 per student per days enrolled
- ____ Partial Hospitalization Program Online Instruction Support - \$60.00 per student per days enrolled
- ____ Day Treatment Program - \$160.62 per student per days enrolled
- ____ Day Treatment w/out JPO Involvement - \$220.34 per student per days enrolled
- ____ Utica Enhanced Education Program - \$220.34 per student per days enrolled
- ____ One-on-One Instruction - \$30 per hour for up to 6.25 hours per school day
- ____ Independent Living Experience (One week of 24/7 care and support) - \$2,000 per session

Other Fees:

Disclaimer: These fees apply only to districts that are not members of Riverview Intermediate Unit 6.

- | | |
|---|--|
| ____ Speech/Language Therapy Session - \$102 per hour | ____ Session/Evaluation with Occupational Therapist - \$90 per hour |
| ____ Hearing Screening - \$102 per hour | ____ Session with Occupational Therapy Assistant - \$80 per hour |
| ____ Speech Progress Monitoring - \$102 per hour | ____ Session/Evaluation with Physical Therapist - \$75-\$90 per hour |
| ____ Speech School Support - \$102 per hour | ____ Session with Physical Therapist Assistant - \$80 per hour |
| ____ Speech Evaluation - \$402 flat fee | |

These rates are subject to change based on the contractors utilized to assist in providing these services.

I confirm that I am authorized to recommend the placement of the above-referenced child for the service indicated above.

Signature: _____ Date: _____

Name (Printed): _____

Title (check box): ☐ Director of Special Education ☐ School Psychologist ☐ Principal ☐ Superintendent

Return to Kelly Wheeler at kwheeler@gladerun.org

A copy of this Referral Confirmation shall be valid as the original.

FOR EDUCATION DEPARTMENT USE ONLY: Date of Admission: _____

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Policies – Revised – Second Reading and Adoption

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	200 Pupils
Title	Searches
Code	226
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Purpose

The Board acknowledges the need **to respect the rights of students to be free from unreasonable searches and seizures while fulfilling the district's interest in protecting and preserving the health, safety and welfare of the school population, enforcing rules of conduct, and maintaining an appropriate atmosphere conducive to learning.**

Authority

School officials have the authority to lawfully search students or their belongings, including lockers, automobiles, electronic devices, purses, backpacks, clothing, and other possessions, without a warrant, when in school, on school grounds or when otherwise under school supervision, if there is a reasonable suspicion that the place or thing to be searched contains prohibited contraband, material that would pose a threat to the health, safety and welfare of the school population, or evidence that there has been a violation of the law, Board policy, or school rules. The scope and extent of searches must be reasonable in relation to the nature of the suspected evidence, contraband or dangerous material and to the grounds for suspecting that it may be found in the place or thing being searched.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The district has a compelling interest in protecting and preserving the health, safety and welfare of the school population, **which under certain circumstances may warrant general or random searches of students and their lockers, vehicles or other belongings without individualized suspicion, for the purpose of finding or preventing entry onto school property of controlled substances, weapons or other dangerous materials.**[\[5\]](#)[\[6\]](#)[\[7\]](#)

Delegation of Responsibility

The Board authorizes the administration to conduct searches of **students or their belongings, including lockers, automobiles, electronic devices, purses, backpacks, clothing, and other possessions in accordance with the standards set forth in this policy.**

The Superintendent **or designee, in consultation with the district solicitor, shall develop guidelines and procedures to implement this policy, and shall ensure that school staff who are involved in carrying out searches or determining when searches will be**

conducted receive appropriate periodic training about such procedures and currently applicable legal standards.[3]

Students, parents/guardians and staff shall be notified at least annually, or more often if deemed appropriate by administration, about the standards and procedures in effect pursuant to this policy.

Guidelines

Individualized Suspicion Searches

Students or their belongings, including lockers, automobiles, electronic devices, purses, backpacks, clothing, and other possessions, may be searched without a warrant when in school, on school grounds or when otherwise under school supervision, if there is a reasonable suspicion that the place or thing to be searched contains prohibited contraband, material that would pose a threat to the health, safety and welfare of the school population, or evidence that there has been a violation of the law, Board policy, or school rules. The scope and extent of searches must be reasonable in relation to the nature of the suspected evidence, contraband or dangerous material and to the grounds for suspecting that it may be found in the place or thing being searched.[3]

In determining whether reasonable suspicion exists, the principal or designee always should be able to articulate what is being looked for, and why it is thought to be located in the particular place to be searched. The scope of a search should be limited to the place or places the item sought is believed to be.

~~Searches involving the removal of or examination beneath any a student's clothing of a student, other than jackets, coats, footwear, or other outerwear, shall be conducted only by a staff person of the same gender as the student, with at least one (1) other staff person of the same gender present as a witness, and in a location assuring privacy from observation by persons not involved in the search or of the opposite sex. Searches involving the removal of undergarments or examinations beneath undergarments are generally prohibited. Such searches are limited to circumstances or items that create an increased danger to the student or school population.~~

Examination by school staff of text messages, call logs, files, images or other data contained in a student's mobile telephone or other electronic device, without the student's consent, normally constitutes a search that must be justified by reasonable suspicion that material in violation of law, district policy or school rules, or evidence of such a violation, is contained in the particular files, directories or other data locations being examined in the device.

Random or General Searches Without Individualized Suspicion

Under certain circumstances, random or general searches of students and their belongings, including student lockers or vehicles parked on school property, may be conducted during the school day or upon entry into school buildings or school activities, in the absence of suspicion focused on a particular student or students, for the purpose of finding or preventing entry onto school property or activities of controlled substances, weapons or other dangerous materials. Such searches normally will be conducted in a minimally intrusive manner using screening methods such as dogs or other animals trained to detect controlled substances, explosives or other harmful materials by smell, as well as metal detectors and other technology. When such screening methods provide a reasonable suspicion that particular students, items

or places possess or contain controlled substances, weapons or other dangerous material, screening may be followed by physical searches of those particular students, items or places on an individualized basis.

Random or general searches for weapons may be conducted when there are circumstances, information or events tending to indicate increased likelihood that students may be armed or headed for physical confrontation because of community strife or tensions, or as a continuation or escalation of a prior incident, in or out of school, which threatens to spill over into school, into a school-sponsored activity, or into other times and places that students are under school supervision.

Random or general searches for controlled substances may be conducted when there are circumstances, events or information tending to indicate significant drug use, possession or trafficking among students in school.

Random or general searches not based on individualized suspicion must be approved in advance by the Superintendent or designee, in consultation with the district solicitor. Coordination with law enforcement officials will be accomplished as provided in the memorandum of understanding with the applicable law enforcement agency.[8]

Searches Upon Consent

Searches may be conducted at any time, with or without reasonable suspicion, if the student has given knowing and voluntary consent specific to the place to be searched.

The administration may establish rules and procedures governing certain privileges enjoyed by students, such as the privilege of parking a vehicle on school grounds, that make the student's consent to random searches or inspections a condition of access to the privilege.[6]

Searches by or at the Request of Law Enforcement Officials

The legal standards governing searches initiated by school officials are less strict than the standards applicable to law enforcement authorities in many situations. When searches of students, student belongings, vehicles or lockers are conducted by or at the request of law enforcement officials, with or without the involvement of school staff, the law enforcement officials are solely responsible for ensuring that a warrant has been issued or that the circumstances otherwise permit the search to be lawfully conducted in accordance with the standards applicable to law enforcement actions. School staff will not interfere with or obstruct searches initiated by law enforcement, but may assist when law enforcement officials have requested such assistance and have represented that a warrant has been issued or that they otherwise have proper authority for a lawful search.[8]

Locker Inspections and Searches

Lockers **are assigned to or otherwise made available to students as a convenience** for the safe storage of books, clothing, school materials and **limited** personal property, **and to facilitate movement between classes and activities and to and from school. Such** lockers are and shall remain the property of the school district, **and to the extent** students have **any** expectation of privacy **of lockers at all, it is very** limited.

No student may **place or keep in** a locker **any** substance or object that is prohibited by law, Board policy or **school** rules, or **that** constitutes a threat to the health, safety or welfare of the occupants of the school building or the building itself. **Students are required to ensure that their lockers do not contain spoiled food items or beverages, or soiled clothing which**

may attract pests, create odors or cause unhealthy conditions. A student locker may be opened and inspected for cleanliness, with or without the consent of the student, whenever there are odors, pests or other indications that a locker contains spoiled food, soiled clothing in need of laundering or similarly unhealthy matter.

Students are exclusively responsible for locking their assigned lockers to ensure the security of their personal belongings and school property entrusted to them. Students are permitted to secure their assigned lockers only with locks provided by the district, or if the district does not provide locks, personal combination locks for which the combination has been provided to designated school staff.

Prior to an individual locker search or inspection, the student to whom the locker is assigned shall be notified and be given a reasonable opportunity to be present. However, when there is a reasonable suspicion that a locker contains materials which pose a threat to the health, welfare or safety of the school population, student lockers may be searched without prior notice to the student.

The principal or a designated staff person shall be present whenever a student locker is inspected for cleanliness or is searched. The principal or designee shall maintain written records of all occasions when a locker is searched or inspected. Such records shall include the reason(s) for the search, persons present, objects found and their disposition.

~~Searches Involving Removal of Clothing or Examination Beneath Clothing~~

~~Searches of students involving the removal of undergarments or examination beneath undergarments are subject to stricter standards than are required to justify other searches of a student's person or belongings. Such searches are permitted only when the basis for suspicion establishes either:~~

- ~~1. That the reasons for believing that the items being searched for are concealed specifically inside undergarments are stronger reasons than grounds that would support only a more general reasonable suspicion that the student is in possession of the items or has them somewhere on the student's person; or,~~
- ~~2. That the quantity or nature of the items being sought present a higher level of danger to the school population than other kinds of contraband.~~

~~Searches involving the removal of undergarments or examination beneath undergarments will be conducted only after consultation with the district solicitor.~~

Handling and Disposal of Items Found in the Course of Searches

Any items or material found during a search or inspection, the student's possession of which is in violation of law, district policies or school rules, or otherwise is evidence of such a violation, may be confiscated, and may be used as evidence in student discipline proceedings or a criminal investigation, even if such items or material were not the original objective of the search or inspection.

The principal shall be responsible to ensure that confiscated items or material are properly inventoried and secured until the conclusion of disciplinary action, if any, and are then properly disposed of if not appropriate to be returned to the student. Items or materials that are evidence of a criminal offense, or that are not lawful for ordinary citizens to possess will be promptly turned over to proper law enforcement authorities for custody or disposal.

Legal

[1. PA Const. Art. I Sec. 8](#)

[2. 24 P.S. 510](#)

[3. 22 PA Code 12.14](#)

[4. U.S. Const. Amend. IV](#)

[5. Pol. 218.1](#)

[6. Pol. 223](#)

[7. Pol. 227](#)

[8. Pol. 805.1](#)

Commonwealth v. Cass, 551 Pa. 25, 709 A.2d 350, 355-56 (1998)

In re F.B., 555 Pa. 661, 726 A.2d 361, 368 (1999)

Safford Unified School Dist. No. 1 v. Redding, 129 S.Ct. 2633 (U.S. 2009)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Gifts
Code	322
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

The Board considers the acceptance of gifts by administrative, professional and support employees an undesirable practice.

It is the policy of the Board that staff members not accept gifts of significant value, as determined by the immediate supervisor.[\[1\]](#). **For the purpose of this policy, one time gifts from one family/person with a value in excess of \$250 should be reported to an immediate supervisor.**

Delegation of Responsibility

The Superintendent or designee may approve acts of generosity to individual district employees in unusual situations, but shall report such instances to the Board on a timely basis.

Legal [1. 24 P.S. 510](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Uncompensated Leave
Code	339
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

The Board recognizes that in certain situations an administrative, professional or support employee may request extended leave for personal reasons, and the district could benefit from the return of the employee. This policy establishes parameters for granting uncompensated leaves of absence.

The Board reserves the right to specify the conditions under which uncompensated leave may be taken. All applications for uncompensated leave require approval by the Board, upon recommendation of the Superintendent.[\[1\]](#)

Uncompensated leave shall be granted in accordance with provisions of the administrative compensation plan, individual contract, collective bargaining agreement or Board resolution.

Guidelines

Application

Requests for uncompensated leave shall be made on the district form to the Superintendent in advance of the requested beginning date.

Special consideration will be given to emergencies.

Period of Leave

An uncompensated leave may be granted for a period of one (1) semester or one (1) school year.

Extensions shall be considered upon proper application.

Commitment of Employee

The employee granted an uncompensated leave of absence shall inform the Board of ~~his/her~~ **their** intentions prior to the scheduled return date.

Commitment of Employer

At the expiration of uncompensated leave, the employee shall be offered the same position previously held or a like position to that previously held.

Time on uncompensated leave shall not count as time on the job, and fringe benefits shall not be provided, unless the employee provides payment for benefits.

Legal

[1. 24 P.S. 1154](#)

[2. 24 P.S. 1182](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Responsibility for Student Welfare
Code	340
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

The Board adopts this policy to ensure appropriate oversight of and responsibility for student welfare by administrative, professional and support employees.[\[1\]](#)

District employees are responsible for the safety of students in their charge within school buildings and on district property.

Each employee **is responsible** for supervision, control and protection of students, commensurate with assigned duties and **directives**.

Each employee is responsible to ensure that students are supervised by a teacher or other staff member at all times while engaged in district activities.

An employee should not voluntarily assume responsibility for duties **the employee** cannot reasonably perform. Voluntary assumption carries the same responsibilities as assigned duties.

Teachers **and designated staff** shall provide proper instruction in **and enforcement of** safety **rules and procedures included in the Board-approved health and safety plan and** assigned curriculum.[\[2\]](#)[\[3\]](#)

Each employee has the responsibility to report immediately to the **building principal or designated staff** an accident, safety hazard, **unsafe or dangerous condition, or to immediately address observed violations of district safety rules.**[\[2\]](#)

Employees may not send students on any personal errands.

Employees may not transport students in a personal vehicle, except when specifically **authorized by the building principal or designee.**

Employees shall not require a student to perform services that may be detrimental to the student's health.

Delegation of Responsibility

Building principals shall monitor employees' adherence to this policy to ensure the maintenance of standards that protect student welfare.

Legal

[1. 24 P.S. 510](#)

2. Pol. 705

3. Pol. 805

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Benefits for Part-Time Employees
Code	341
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

Benefits for regularly employed part-time administrative, professional and support employees shall be determined in accordance with the terms of an administrative compensation plan, individual contract, applicable collective bargaining agreement, or Board resolution.

Whenever regularly employed, part-time employees are entitled to fringe benefits normally provided for full-time employees of the same classification, such benefits will be established at the time of employment, and the manner of proration determined at that time.

Part-time employees shall be included in the School Employees' Retirement System upon reaching either 500 hours or eighty (80) days of employment, in accordance with law.[\[1\]](#)

Legal [1. 24 Pa. C.S.A. 8301](#)
[24 Pa. C.S.A. 8301 et seq](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Jury Duty
Code	342
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024
Prior Revised Dates	5/11/2015

Authority

Regularly employed administrative, professional and support employees shall be protected against loss of employment for time served on jury duty.[\[1\]](#)

Guidelines

When an employee is notified of jury duty, ~~s/he~~ **they** shall inform the Superintendent.

Employees called for jury duty shall normally be permitted to serve and will not be penalized in any way. They shall receive normal pay for the period of jury duty, **but any compensation received from jury duty in excess of actual expenses shall be credited against such pay.**

Legal [1. 42 Pa. C.S.A. 4563](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Paid Holidays
Code	343
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

Paid holidays for regularly employed administrative and support employees shall be determined in accordance with Board policy.

Holidays are established for eligible employees in accordance with **the calendar adopted annually by the Board or** an applicable administrative compensation plan, individual contract, collective bargaining agreement, or Board resolution.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Legal

- [1. 24 P.S. 1502](#)
- [2. 24 P.S. 1503](#)
3. Pol. 803

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Drug and Substance Abuse
Code	351
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024
Prior Revised Dates	9/9/2013

Purpose

The Board recognizes that the misuse of drugs by administrative, professional and support employees is a serious problem with legal, physical and social implications for the whole school community and is concerned about the problems that may be caused by drug use by district employees, especially as the use relates to an employee's safety, efficiency and productivity.

The primary purpose and justification for any district action will be for the protection of the health, safety and welfare of students, staff and school property.

Definitions

Drugs - shall be defined as those outlined in the Controlled Substance, Drug, Device and Cosmetic Act.[\[1\]](#)

Conviction - a finding of guilt, including a plea of nolo contendere, an imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.[\[2\]](#)

Criminal Drug Statute - a federal or state criminal statute involving the manufacture, distribution, dispensation, use or possession of a controlled substance.[\[2\]](#)

Drug-free Workplace - the site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance.[\[2\]](#)

Authority

The Board requires that each administrative, professional and support employee be given notification that, as a condition of employment, the employee will abide by the terms of this policy and notify the district of any criminal drug statute conviction for a violation occurring in the workplace immediately, but no later than seventy-two (72) hours, after such conviction.[\[3\]](#)
[\[4\]](#)

Any employee convicted of delivery of a controlled substance or convicted of possession of a controlled substance with the intent to deliver shall be terminated from ~~his/her~~ **their** employment with the district.[\[1\]](#)[\[5\]](#)

Delegation of Responsibility

A statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the employee's workplace shall be provided by the Superintendent or designee and shall specify the actions that will be taken against the employee for violation of this policy, up to and including termination and referral for prosecution.[\[4\]](#)[\[6\]](#)

Within ten (10) days after receiving notice of the conviction of a district employee, the district shall notify any federal agency or department that is the grantor of funds to the district.[\[4\]](#)

The district shall take appropriate personnel action within thirty (30) days of receiving notice against any convicted employee, up to and including termination, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.[\[4\]](#)[\[6\]](#)

In establishing a drug-free awareness program, the Superintendent or designee shall inform employees about:[\[4\]](#)

1. Dangers of drug abuse in the workplace.
2. Board's policy of maintaining a drug-free workplace.
3. Availability of drug counseling, drug rehabilitation, and employee assistance programs.
4. Penalties that may be imposed for drug abuse violations occurring in the workplace.

The district shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.[\[4\]](#)

Guidelines

The Superintendent or designee shall immediately report incidents involving the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act by any employee while on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of possession, use or sale of controlled substances or drug paraphernalia to the Office for Safe Schools on the required form.[\[10\]](#)[\[12\]](#)

The school district reserves to itself the right to take appropriate disciplinary and/or corrective personnel action against any employee found to be engaged in any activity involving alcohol or a controlled substance in the workplace. In these circumstances, the school district shall not be limited in the scope of corrective action to be taken. The school district may develop a corrective/remedial action plan utilizing one (1) or more of the following alternatives:

documented counseling sessions; mandatory individualized testing (based upon documented reasonable grounds); required participation in a rehabilitation program; oral or written reprimands; written warnings; probation; suspension; or, termination.

If the individual admits to drug/alcohol use or is suspected of it based on fact-finding procedures, but refuses to be tested and/or undergo rehabilitation, their employment will be terminated.

Legal

[1. 35 P.S. 780-101 et seq](#)

[2. 41 U.S.C. 8101](#)

[3. 24 P.S. 111](#)

[4. 41 U.S.C. 8103](#)

[5. 24 P.S. 527](#)

[6. 41 U.S.C. 8104](#)

[7. 22 PA Code 10.2](#)

[8. 22 PA Code 10.21](#)

[9. 24 P.S. 1302.1-A](#)

[10. 24 P.S. 1303-A](#)

[11. 35 P.S. 780-102](#)

12. Pol. 805.1

[41 U.S.C. 8101 et seq](#)

Pol. 317

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Fiscal Objectives
Code	601
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Purpose

The Board recognizes its responsibility to district taxpayers to ensure that public monies expended by the school district are utilized for delivery of the educational program in a manner that mandates full value to the taxpayers, and that adequate procedures and records are established to ensure that end.

Authority

The Board has the authority and responsibility to prepare and adopt the budget, approve bids, levy taxes, approve each expenditure of the district, **and incur debt in accordance with law.** [\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]\[12\]\[13\]\[14\]](#)

The district shall submit an annual financial report to the Secretary of Education by October 31 of each year, in accordance with law and the reporting standards established by the Pennsylvania Department of Education.[\[15\]](#)

Delegation of Responsibility

To meet the goals of this policy, the Board directs the **Superintendent or designee** to establish sound accounting procedures based upon recommendations of **the district auditor** and state **and federal government**, institute effective business practices, and recommend appropriate equipment and technology when necessary.

The **Business Manager** shall **review** monthly **the financial operations**, report to the Board **on effectiveness and recommended improvements**, and prepare procedures for sound district and school fiscal operations.

Legal	1. 24 P.S. 439
	2. 24 P.S. 601
	3. 24 P.S. 602
	4. 24 P.S. 609
	5. 24 P.S. 610

[6. 24 P.S. 631](#)
[7. 24 P.S. 634](#)
[8. 24 P.S. 672](#)
[9. 24 P.S. 687](#)
[10. 24 P.S. 690](#)
[11. 24 P.S. 751](#)
[12. 24 P.S. 807.1](#)
[13. 24 P.S. 1155](#)
[14. 53 P.S. 6926.311](#)
[15. 24 P.S. 218](#)
[53 P.S. 6926.301 et seq](#)

Pol. 602

Pol. 603

Pol. 604

Pol. 605

Pol. 610

Pol. 611

Pol. 612

Pol. 614

Pol. 616

Pol. 619

FOX CHAPEL AREA
SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Budget Planning
Code	602
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

The budget shall be designed to reflect the Board's goals and objectives concerning the education of district students. Therefore, the budget shall be organized and planned to ensure adequate understanding of the financial needs associated with program support and development. The financial requirements of district programs shall be reviewed on a continual basis.^{[1][2]}

Delegation of Responsibility

To meet the objectives of this policy, the Board directs the **Superintendent or designee** to:

1. **Prepare** an estimated annual cost for implementation of the district's educational program.
2. Establish a projected budget of expenditures and **income** for the current year and ensuing year.
3. Prepare an annual estimate of anticipated school enrollments.
4. Maintain a plan of anticipated revenues based on changes in **local**, state and federal **funding sources**.
5. Prepare a long-range plan for annual maintenance and replacement of facilities.
6. Prepare a plan for current and future technology needs.
7. Maintain **an** inventory **and replacement schedule** of all district equipment.
8. Report to the Board any serious financial implications arising from the budget plan.

Legal [1. 24 P.S. 601](#)
[2. 24 P.S. 687](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Budget Preparation
Code	603
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Purpose

The Board considers preparation of an annual budget to be one of its most important responsibilities because the budget is the financial reflection of the district's educational plan. The budget shall be designed to support the educational plan in a comprehensive and efficient manner, to maintain district facilities, and to honor district obligations.

Authority

The Board recognizes its obligation to the taxpayers to approve only those expenses reasonably required to provide an educational program suitable to the needs and goals of this district and its students.[\[1\]](#)

Delegation of Responsibility

In order to ensure adequate time for preparation and review of the proposed/preliminary budget, the Board directs the **Superintendent or designee** to present to the Board all available information associated with the budget prior to the primary election.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

In preparing the budget, the responsible administrator shall set general priorities for expenditures for:

1. Staff necessary to maintain current programs.
2. Technology, equipment and supplies necessary to maintain current programs.
3. Additional staff necessary to improve or expand current programs.
4. New technology, equipment and supplies necessary to improve or expand current programs.

As a component of budget preparation, the **Superintendent or designee** shall notify the Board of the appropriate Index to be used in limiting tax increases for the budget year.[\[5\]](#)

When presented for Board review, the proposed/preliminary budget shall contain:

1. **Estimated revenue and expenditures in each financial category for the previous fiscal year.**
2. Estimated revenue and expenditures in each financial category for the upcoming fiscal year.
3. Student enrollment for the upcoming school year.
4. Amount of surplus **or any deficit** anticipated at the end of the current fiscal year.
5. Explanation of each item of expense proposed, upon request.
6. Listing of all exceptions for which the district may be eligible.[\[6\]](#)
7. Relation of the estimated tax increase to the Index limitation for the district.
8. Programs, services or expenditures to be eliminated if referendum is rejected.
9. Increase, if any, of tax rate in relation to the Index.

Legal

[1. 24 P.S. 687](#)

[2. 24 P.S. 601](#)

[3. 53 P.S. 6926.311](#)

4. Pol. 604

[5. 53 P.S. 6926.302](#)

[6. 53 P.S. 6926.333](#)

[53 P.S. 6926.301 et seq](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Budget Adoption
Code	604
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Purpose

It is the philosophy of the Board that the annual budget represents the position of the Board, and all reasonable means shall be employed to present and explain the **preliminary and final** budgets to district residents. Board members and district administrators shall be knowledgeable about, and understand the need for, proposed expenditures.

Definition

Index - the tax rate limit that restricts the school district from increasing the rate of any tax for the support of district schools without seeking voter approval through referendum or an exception granted by the Pennsylvania Department of Education (PDE) or the Court of Common Pleas with jurisdiction.

Delegation of Responsibility

The Board directs the Superintendent **or designee** to prepare both the preliminary and final budgets **on the** required **forms**; comply with advertising requirements; and make the budget documents and supporting information available in printed form for public inspection in the district administrative offices, in accordance with the timelines specified in law and Board policy. [\[1\]](#)[\[2\]](#)[\[3\]](#)

Authority

The Board shall annually, but not later than the first business meeting of January, **decide** the budget option to be used for the following fiscal year. The Board shall approve either the Accelerated Budget Process Option or the Board Resolution Option.

Accelerated Budget Process Option

The preliminary budget shall be made available in printed form for public inspection at least 110 days prior to the primary election. Public inspection shall be available for at least twenty (20) days prior to planned adoption. The Board shall give public notice of its intent to adopt at least ten (10) days prior to adoption of the preliminary budget.[\[2\]](#)

The Board may hold an advertised public hearing prior to adoption of the preliminary budget.[\[2\]](#)

The Board shall annually adopt the preliminary budget at least ninety (90) days prior to the primary election.[\[2\]](#)

If the preliminary budget exceeds the increase authorized by the Index, an application for an exception may be filed with either a Court of Common Pleas with jurisdiction or PDE and made available for public inspection, consistent with the requirements of law. The application for an exception shall be submitted by the Superintendent or designee.[\[4\]](#)

However, the Board may substitute the filing of an application for an exception to the Index limit by submitting a referendum question seeking voter approval for a tax increase, in accordance with law.[\[4\]](#)

In the event that a court or PDE denies an application for an exception to the Index limit adopted as part of the preliminary budget, the Board may approve immediate filing of a referendum question, as authorized by law, seeking voter approval for a tax rate that exceeds the Index. This filing shall be performed by the Superintendent or designee.[\[4\]](#)

Any referendum question shall include an accompanying nonlegal, interpretative statement referencing the expenditure items for which a tax increase is being sought and the consequences that will result if the referendum question fails. Such information shall be made available to the public through the district website and media resources.[\[4\]](#)

Prior to adoption, the final budget shall be presented to the Board on the required form and supplemented with information deemed necessary by the Board.

The final budget shall be made available in print for public inspection at least twenty (20) days prior to final adoption. The Board shall give notice of its intent to adopt at least ten (10) days prior to adoption of the final budget.[\[3\]](#)

The Board shall annually adopt the final budget by a majority vote of all members of the Board prior to June 30.[\[1\]\[5\]](#)

Board Resolution Option

The Board shall adopt a resolution that it will not raise the rate of any tax for the following fiscal year by more than the Index. Such resolution shall be adopted no later than 110 days prior to the primary election and must contain the following unconditional certifications that:[\[2\]](#)

1. The Board will not increase any tax at a rate that exceeds the school district Index.
2. The Board will comply with Section 687 of the School Code for budget adoption.
3. The increase of any tax at a rate less than or equal to the Index will be sufficient to balance its final budget.

At least thirty (30) days prior to adoption of the final budget, the Board shall prepare and present a proposed budget on the required form. The proposed budget shall be made available in print for public inspection and duplication at the district administrative offices at least twenty (20) days prior to adoption of the budget. The Board shall give public notice of its intent to adopt at least ten (10) days prior to adoption of the proposed budget.[\[1\]](#)

Final Budget

The Board shall annually adopt the final budget by a majority vote of all members of the Board by June 30.[\[1\]](#)[\[5\]](#)

Legal

[1. 24 P.S. 687](#)

[2. 53 P.S. 6926.311](#)

[3. 53 P.S. 6926.312](#)

[4. 53 P.S. 6926.333](#)

[5. 24 P.S. 508](#)

[53 P.S. 6926.301 et seq](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Tax Levy
Code	605
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

The Board shall annually **determine and** establish school district taxes that are authorized by law, within the limitations imposed by applicable laws. The Board shall provide the means to levy and collect such taxes.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

Legal	1. 24 P.S. 602
	2. 24 P.S. 603
	3. 24 P.S. 672
	4. 24 P.S. 673
	5. 24 P.S. 674
	6. 24 P.S. 676
	7. 24 P.S. 679
	8. 24 P.S. 680
	9. 53 P.S. 6924.101 et seq
	10. 53 P.S. 6926.301 et seq
	24 P.S. 672.1
	24 P.S. 672.2

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Tax Collection
Code	606
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

Real estate **and per capita** taxes provided for in the School Code shall be collected by the elected tax collector, who shall be properly bonded during the term of office.[\[1\]](#)[\[2\]](#)

All other taxes shall be collected by the elected and properly bonded tax collector.[\[3\]](#)[\[4\]](#)

The Board will update or approve the necessary resolutions and/or agreements for the collection of taxes as needed.

Delegation of Responsibility

All taxes shall be collected and remitted to the district with a report detailing the sources of tax revenues.[\[5\]](#)

The Board Secretary shall be responsible to ascertain that a tax collector is properly bonded and shall submit information on estimated collection required to set proper bond.[\[2\]](#)[\[6\]](#)

All monies received from the tax collectors shall be deposited on the day of receipt or as soon as possible, and all receipts shall be supported by documentary evidence.

Preparation of tax bills shall be conducted in the manner determined by the district or by the tax collector.

Guidelines

Collection of Delinquent Real Estate Taxes and Enforcement of Tax Liens

The district shall maintain a philosophy of fairness to all of its taxpayers, which requires a vigilant pursuit of collection of delinquent real estate taxes and enforcement of liens.

The Board **directs** the Superintendent or designee to maintain an efficient and effective program for tax collection and to utilize reasonably available tools for that purpose. The administration is authorized to use direct communication with taxpayers and communication by delinquent tax

collectors and the solicitor. The administration shall direct the solicitor in the utilization of all legal processes for the collection of taxes.[\[7\]](#)

The tax collection program shall be constant and uniform with equal treatment of all taxpayers, giving consideration to the amount and duration of tax delinquencies, the taxpayer's efforts to pay and taxpayer hardship.

The administration is permitted to make or to cause the making of arrangements with delinquent taxpayers for payment plans in lieu of or in addition to legal proceedings for collection.

Legal

[1. 24 P.S. 683](#)

[2. 24 P.S. 684](#)

[3. 53 P.S. 6924.313](#)

[4. 53 P.S. 6926.322](#)

[5. 24 P.S. 439](#)

[6. 24 P.S. 433](#)

[7. 24 P.S. 686](#)

[53 P.S. 6924.101 et seq](#)

[53 P.S. 6926.301 et seq](#)

Pol. 605

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Bank Accounts
Code	608
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

The Board, by a majority vote of the full Board, shall designate one or more banks or bank and trust companies as depositories for the safeguarding of school funds.[\[1\]\[2\]](#)

Each depository shall be required to report monthly to the Board on the status of funds, in the manner required by law.[\[3\]\[4\]](#)

Each designated depository shall furnish proper security for deposits **in the amount designated by the Board and** in accordance with law.[\[2\]\[5\]\[6\]](#)

Guidelines

Each designated depository shall be advised not to cash checks payable to the school district but to deposit said checks to the district accounts.

The Board **shall periodically** obtain quotations for specified banking services prior to designating its depositories.

Legal	1. 24 P.S. 508
	2. 24 P.S. 621
	3. 24 P.S. 440
	4. 24 P.S. 624
	5. 24 P.S. 622
	6. 24 P.S. 623
	24 P.S. 625

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Investment of District Funds
Code	609
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024
Prior Revised Dates	12/5/2016

Purpose

It shall be the policy of the Board to optimize its return on funds available for investment through investment of cash balances in such a way as to minimize non-invested balances and to maximize return on investments consistent with the following principles:

Legality - All investments shall be made in accordance with applicable laws of Pennsylvania.

Safety – Preservation of principal shall be of highest priority. Preservation of principal in the portfolio of investments shall be ensured by diversification and other means of minimizing credit risk, including avoidance of concentration of credit risk, market risk and interest rate risk, and by thoroughly investigating and reviewing the performance of all investment providers and professionals.

Liquidity - Investments shall remain sufficiently liquid to meet all operating requirements that are reasonably anticipated. A fiscal year operations anticipated cash flow shall be developed so that investments can be made as early as possible, with maturities consistent with anticipated cash demands.

Yield - Investments shall be made with the objective of attaining a market-average rate of return throughout the budgetary and economic cycles, taking into account investment risk constraints and liquidity needs.

Authority

The Investment Officer designated by the Board shall implement the school district's investment program in accordance with this policy, applicable laws and the annual investment plan approved by the Board.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Definitions

Act 10 Permissible Investments – Any type of investment permitted under Act 10 of March 25, 2016, (53 P.S. Sec. 5406, 5410.1) that is **not** among the types of investments permitted under Section 440.1 of the Public School Code of 1949, Act of March 10, 1949, (P.L. 30, No. 14) as last amended by the Act of June 30, 1995, (P.L. 220, No. 26).[\[1\]\[5\]\[6\]](#)

School Code Permissible Investments – Any investment permitted under Section 440.1 of the Public School Code of 1949, Act of March 10, 1949, (P.L. 30, No. 14) as last amended by the Act of June 30, 1995, (P.L. 220, No. 26).[\[1\]](#)

Short-term – Any period thirteen (13) months or less.

Long-term – Any period exceeding forty-eight (48) months.

Mid-range – Any period between short-term and long-term.

Bankers' acceptances – Bankers' acceptances generally are created based on a letter of credit issued in a foreign trade transaction. Bankers' acceptances are short-term, non-interest-bearing notes sold at a discount and redeemed by the accepting banks at maturity for face value.

Collateral – Security pledged by a financial institution to a governmental entity for its deposit.
[\[8\]](#)

Commercial paper – An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most is sold with maturities of up to thirty (30) days. Almost all commercial paper is rated as to credit risk by rating services.

Concentration of credit risk – The risk of loss attributed to the magnitude of a government's investment in a single issuer, pool, institution, or instrument.

Counterparty – Another party to a transaction. In the case of deposits and investments made by governmental entities, a counterparty could be the issuer of a security, a financial institution holding a deposit, a broker-dealer selling securities, or a third party holding securities or collateral.

Credit risk – The risk that a counterparty to an investment transaction will not fulfill its obligations. Overall credit risk can be associated with the issuer of a security, with a financial institution holding deposits, or with a party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one (1) investment type or with any one (1) counterparty.

Custodial credit risk – The custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

Foreign currency risk – The risk that changes in exchange rates will adversely affect the fair value of an investment or a deposit. Investments depending on substantial overseas activities or markets may present related foreign currency risk.

Interest rate risk – The risk that changes in interest rates will adversely affect the fair value of an investment.

Issuer – The entity that has the authority to distribute a security or other investment. A bond issuer is the entity that is legally obligated to make principal and interest payments to bond holders. In the case of mutual funds, external investment pools, and other pooled investments,

issuer refers to the entity invested in, not the investment company-manager or pool sponsor.

Investment plan – The school district’s specifically enumerated investment strategy approved annually by the Board.

Local Government Investment Pool (LGIP) – An investment trust or pool organized by groups of political subdivisions or municipal authorities pursuant to Section 521 of the Public School Code of 1949, or pursuant to the Intergovernmental Cooperation Law, 53 Pa. C.S.A. Sec. 2301 et seq., for the purpose of investing funds of such political subdivisions or municipal authorities for their exclusive benefit and in accordance with the laws governing their permissible investments. LGIPs include, but are not limited to, the Pennsylvania School District Liquid Asset Fund (PSDLAF), the Pennsylvania Local Government Investment Trust (PLGIT), and for purposes of this policy, the PA INVEST program operated by the Pennsylvania Treasury Department.[\[9\]](#)
[\[10\]](#)

Market risk – The risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline. Market risk is affected by the length to maturity of a security, the need to liquidate a security before maturity, the extent that collateral exceeds the amount invested, and the frequency at which the amount of collateral is adjusted for changing market values.

Repurchase agreement –

- a. An agreement in which a governmental entity (buyer-lender) transfers cash to a broker-dealer or financial institution (seller-borrower); the broker-dealer or financial institution transfers securities to the entity and promises to repay the cash plus interest in exchange for the same securities.
- b. A generic term for an agreement in which a governmental entity (buyer-lender) transfers cash to a broker-dealer or financial institution (seller-borrower); the broker-dealer or financial institution transfers securities to the entity and promises to repay the cash plus interest in exchange for the same securities (as in definition (a) above) or for different securities.

Weighted average maturity – A weighted average maturity measure expresses investment time horizons—the time when investments become due and payable—in years or months, weighted to reflect the dollar size of individual investments within an investment type.

Delegation of Responsibility

The Board shall designate an Investment Officer, who shall implement the school district’s investment program in accordance with this policy, related procedures, applicable laws and the annual investment plan approved by the Board.[\[1\]](#)

The Investment Officer shall prepare, for approval of the Board, an annual investment plan for all general and segregated/designated funds of the district (i.e., general, capital reserve, bond, etc.), including bond proceeds, taking into account the anticipated liquidity needs of each fund.

The plan may provide for moneys from more than one (1) fund under school district control for the purchase of any single investment, provided that each of the funds combined for the purpose shall be accounted for separately in all respects and that the earnings from the investment are separately and individually computed and recorded, and credited to the accounts from which the investment was purchased.

The plan shall not encompass the investment of any student activity or class-related funds separately managed pursuant to School Code Section 511.[\[11\]](#)[\[12\]](#)

The Investment Officer shall report to the Board the following:[\[1\]](#)[\[13\]](#)

1. Amount of funds invested.
2. Interest earned and received to date.
3. Types and amounts of each investment and the interest rate on each.
4. Names of the institutions where investments are placed.
5. The means by which any deposits exceeding insurance limits are collateralized.
6. Other information required by the Board.

The Board directs the Superintendent and Investment Officer to develop, for approval by the Board as an appendix to this policy, specific due diligence and risk mitigation measures for:

1. Evaluating and mitigating the risks associated with each investment;
2. Investigating, selecting and evaluating the performance of investment advisors and investment professionals;
3. Specifying standards for audits of investment transactions; and
4. Determining the qualifications, training, standards and disclosures required for district employees performing functions relating to the district's investment program.

Guidelines

Investments permitted by this policy are those defined in law and enumerated in this policy that are appropriately collateralized in accordance with this policy and applicable laws.[\[1\]](#)[\[8\]](#)

School Code Permissible Investments

1. United States Treasury bills.
2. Short-term obligations of the United States Government or its agencies or instrumentalities.
3. Deposits in savings accounts or time deposits or share accounts of institutions insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC) or the National Credit Union Share Insurance Fund (NCUSIF) to the extent that such accounts are so insured, and, for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository.
4. Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.
5. Shares of an investment company registered under the Investment Company Act of 1940 (54 Stat. 789, 15 U.S.C. Sec. 80a-1 et seq.), whose shares are registered under the Securities Act of 1933 (48 Stat. 74, 15 U.S.C. Sec. 77a et seq.). Provided, that the following are met:[\[15\]](#)

- a. The only investments of that company are in the authorized investments for school district funds listed in items 1 through 4 above and repurchase agreements fully collateralized by such investments.
 - b. The investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR Sec. 270.2a-7 (relating to money market funds).
 - c. The investment company is rated in the highest category by a nationally recognized statistical rating organization.
- 6. Local Government Investment Pools (LGIPs) as defined in this policy.
 - 7. Repurchase agreements with respect to U.S. Treasury bills or obligations, participations or other instruments of or guaranteed by the U.S. or any federal agency, instrumentality or U.S. government-sponsored enterprise.

Act 10 Permissible Investments

- 1. Obligations, participations or other instruments of any federal agency, instrumentality or U.S. government-sponsored enterprise if the debt obligations are rated at least "A" or its equivalent by at least two (2) nationally recognized statistical ratings organizations.
- 2. Commercial paper issued by corporations or other business entities organized in accordance with federal or state law, with a maturity not to exceed 270 days, if the issuing corporation or business entity is rated in the top short-term category by at least two (2) nationally recognized statistical ratings organizations.
- 3. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances, if the bankers' acceptances do not exceed 180 days maturity and the accepting bank is rated in the top short-term category by at least two (2) nationally recognized statistical ratings organizations.
- 4. Shares of an investment company registered under the Investment Company Act of 1940 (54 Stat. 789, 15 U.S.C. Sec. 80a-1 et seq.) whose shares are registered under the Securities Act of 1933 (48 Stat. 74, 15 U.S.C. Sec. 77a et seq.), if all of the following conditions are met:
 - a. The investments of the company are the authorized investments under 53 P.S. §5410.1, subsection (a) (Act 10, Section 1.1(a)).
 - b. The investment company is managed in accordance with 17 CFR Sec. 270.2a-7 (relating to money market funds).
 - c. The investment company is rated in the highest category by a nationally recognized rating agency.

[Legal Note: Investment options listed in Act 10 also include certain *negotiable certificates of deposit* satisfying specified conditions. This investment is omitted here, where it would otherwise appear in this policy, due to the collateralization requirements of School Code sections 440.1, 622 and 623, which Act 10 did not displace or supersede. Because negotiable certificates of deposit do not exist in the current investment market in a collateralized form that would satisfy School Code requirements, they are not an investment lawfully available to school districts at this time, notwithstanding Act 10. If in the future there has been corrective legislation, or a final judicial or other ruling having the force of law concluding that school districts

may invest in uncollateralized negotiable certificates of deposit despite School Code collateral requirements, this policy will be updated to include such investments among Act 10 permissible investments.]

Management of Investments and Collateral

All securities or other investments in which the school district invests or that collateralize school district investments shall be managed as provided in this policy and in the school district's investment plan annually approved by the Board.[\[1\]](#)

The plan shall require that securities purchased as investments be purchased in the name of the school district and held in custody for the benefit of the school district as provided in the investment plan and authorized custodian agreements. The plan may make exceptions to such requirements for investments in LGIPs as defined in this policy, or for the purchase of shares of an investment company.

If, after purchase, the rating of any instrument is reduced and no longer in compliance with Board policy, the individual responsible for district investments shall replace the investment immediately upon receipt of notice of the rating change and notify the Board of the rating change, action taken and replacement investment.

The foregoing rating change related requirement(s) do(es) not apply to investments in LGIPs as defined in this policy.

For purposes of interest rate disclosure in the annual financial report, the method of determining interest rate risk shall be based on weighted average maturity.

Foreign Currency and Related Risk

District funds shall not be invested in foreign currency. To the extent other permissible investments are exposed to related foreign currency risk, they shall be disclosed as required by GASB Statement 40.

Bond Proceeds

Investment of bond proceeds shall be managed and reported to the Board in accordance with the Local Government Unit Debt Act, this policy, and applicable federal and state laws.[\[16\]](#)

Protection of Savings Accounts, Time Deposits, Share Accounts or Other Depository Balances in Excess of FDIC Insurance Limits

When district cash is deposited in any savings account, time deposit, share account or other authorized depository account other than a Local Government Investment Pool (LGIP), if the cash balance exceeds FDIC insurance limits, district funds shall be collateralized in one or more of the following ways:[\[1\]](#)[\[13\]](#)

1. An Irrevocable Letter of Credit (LOC) issued by a Federal Home Loan Bank (FHLB).
2. Tri-Party Collateral in the name of the school district consisting of the following underlying securities only:
 - a. U.S. Treasury Securities.
 - b. Obligations, participations or other instruments of any federal agency, instrumentality or U.S. government-sponsored enterprise if the debt obligations are rated at least "A" or its equivalent by at least two (2) nationally recognized statistical ratings organizations.

3. Assets pledged as collateral in accordance with the act of August 6, 1971, (P.L. 281, No.72), 72 P.S. Sec. 3836-1 et seq. (relating to pledges of assets to secure deposits of public funds, whether or not pooled).[13]

It shall be the responsibility of the Investment Officer to verify with the depository the value of the collateral instrument(s) based on the instrument being "marked to market." This valuation shall occur at least monthly.

Following a review of valuation, the Investment Officer may request an additional review by the district's investment advisors or financial consultant, and shall require additional collateral if the existing collateral has declined in value and exposes the district to potential loss of principal. The status of the valuation review and any additional collateral shall be included in the periodic reports to the Board regarding the investment program.

Reporting Requirement for Local Government Investment Pools (LGIPs)

Local Government Investment Pools (LGIPs) pool the resources of participating government entities and invest in various securities as permitted under state law, so that participating governments can benefit from economies of scale, professional fund management and other advantages.

Recognizing that LGIPs invest directly in permissible securities on behalf of the participating government entities, which in turn have proportional ownership rights in those securities, district investments in a LGIP shall not be subject to the collateral requirements of this policy, provided that the LGIP:

1. Makes available to participants daily and monthly statements, and other information from which the status of the investments can be verified; and
2. Provides an audited annual financial report to each participating government entity.

Further Risk Mitigation for Act 10 Permissible Investments

Recognizing that Act 10 of 2016 expanded the range of permissible investments to include investments with the potential to expose the school district to elevated levels of credit risk and other investment risks, the Board directs that any investment plan or investment recommendations proposed by the Investment Officer take into account, implement and highlight the following factors and precautions with respect to Act 10 Permissible Investments:

1. A significantly more thorough level of due diligence is required.
2. In addition to verification of rating by a nationally recognized statistical rating organization and other due diligence requirements, the investigation of Act 10 Permissible Investments shall include ensuring that there is an independent credit review (a qualified financial services organization with an active and recognized credit analysis team is also monitoring the issuer, in addition to the nationally recognized statistical rating organization(s)).
3. Act 10 Permissible Investments shall be limited to no more than ten percent (10%) of district funds available for investment, excluding bond proceeds and refunding escrow balances.

Audit

The Board directs that all investment records be subject to annual audit by the district's independent auditors.[17]

The audit shall include but not be limited to independent verification of amounts and records of all transactions, as deemed necessary by the independent auditors.

Conflict of Interest Avoidance and Disclosure

The Investment Officer and any other district employee performing functions related to the investment program shall disclose in writing to the Board any material conflict of interest or material potential conflict of interest which exists because of personal relationships or personal business activity between the Investment Officer or other employees and any depository institution, broker, dealer, investment advisor, or other investment provider or professional serving the district. The Investment Officer or other employees shall refrain from any personal business activity that could impair ability to make impartial decisions in managing the annual investment plan.[\[18\]](#)

All depository institutions, repurchase agreement providers, brokers, and investment advisors and managers shall disclose in writing to the district: (1) any fees or other compensation paid to or received from a third party with respect to any district investment; and (2) any ownership of or by a parent corporation which owns any other depository institution, broker, dealer, investment advisor, or other investment provider or professional which does business with the district.

All investment advisors shall verify in writing that they have received and reviewed a copy of this Board policy and agree to comply with this policy and all applicable laws related to school district investments.

Legal

- [1. 24 P.S. 440.1](#)
- [2. 24 P.S. 621](#)
- [3. 24 P.S. 622](#)
- [4. 24 P.S. 623](#)
- [5. 53 P.S. 5406](#)
- [6. 53 P.S. 5410.1](#)
- [7. 24 P.S. 624](#)
- [8. 72 P.S. 3836-1](#)
- [9. 24 P.S. 521](#)
- [10. 53 Pa. C.S.A. 2301 et seq](#)
- [11. 24 P.S. 511](#)
12. Pol. 618
- [13. 72 P.S. 3836-1 et seq](#)
14. Pol. 608
- [15. 17 CFR Part 270](#)
- [16. 53 Pa. C.S.A. 8001 et seq](#)
17. Pol. 619
- [18. 65 Pa. C.S.A. 1101 et seq](#)
- [24 P.S. 218](#)
- [15 U.S.C. 77a et seq](#)
- [15 U.S.C. 80a-1 et seq](#)

Governmental Accounting Standards Board, Statement No. 3 (amended by Statement 40)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Purchases Budgeted
Code	611
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Authority

It is the policy of the Board that when funds are available all purchases contemplated within the current budget and not subject to bid shall be made in a manner that ensures the best interests of the district.[\[1\]](#)[\[2\]](#)

Delegation of Responsibility

All purchases that are within budgetary limits may be made upon authorization of the **Business Manager, Board Secretary, Superintendent and/or purchasing agent, unless the contemplated purchase is for more than \$21,900, in which case prior approval by the Board is required.**[\[1\]](#)[\[2\]](#)[\[3\]](#)

All purchase order requests must be referred to the purchasing agent or designee, who shall check whether the proposed purchase is subject to bid; whether sufficient funds exist in the budget; and whether the material might be available elsewhere in the district.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Legal

- [1. 24 P.S. 751](#)
- [2. 24 P.S. 807.1](#)
- [3. 24 P.S. 609](#)
- [24 P.S. 508](#)

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Purchases Not Budgeted
Code	612
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Purpose

The laws of the state and the interests of the community require fiscal responsibility by the Board in the operation of the school district. Appropriate fiscal controls shall be adopted to ensure that public funds are not disbursed in amounts in excess of the appropriations provided to the district.

Authority

When funds are not available for a proposed appropriation, a legal transfer from one class of expenditure to another may be made by the Board in the last nine (9) months of the fiscal year if it is apparent that the necessary surplus funds do exist in another appropriation, the procedures specified in the School Code are followed, and it can be demonstrated that the proposed expenditure would be educationally warranted in the current fiscal year.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

Guidelines

In the event of emergency, which exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes, a purchase order may be authorized by the Superintendent or designee.

When budgeted funds are allocated on a building basis, the total amount budgeted may not be exceeded without prior approval.

Any expenditures in excess of appropriation made in conformance with this policy shall be reported to the Board at the next meeting, with a recommendation of funds to be transferred to cover said purchase.

Legal	1. 24 P.S. 607
	2. 24 P.S. 609
	3. 24 P.S. 631
	4. 24 P.S. 687
	Pol. 611

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	800 Operations
Title	Acceptable Use of Internet, Computers and Network Resources
Code	815
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024
Prior Revised Dates	6/11/2012

Purpose

The Board supports use of the **computers**, Internet and other network **resources** in the district's instructional and operational programs in order to facilitate learning, teaching and daily operations through interpersonal communications and access to information, research and collaboration.

The district provides students, staff and other authorized individuals with access to the district's computers, electronic communication systems and network, which includes Internet access, whether wired or wireless, or by any other means.

For instructional purposes, the use of network facilities shall be consistent with the curriculum adopted by the district as well as the varied instructional needs, learning styles, abilities, and developmental levels of students.

Definitions

The term child pornography is defined under both federal and state law.

Child pornography - under federal law, is any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where:[\[1\]](#)

- 1. The production of such visual depiction involves the use of a minor engaging in sexually explicit conduct;**
- 2. Such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that of a minor engaging in sexually explicit conduct; or**
- 3. Such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.**

Child pornography - under state law, is any book, magazine, pamphlet, slide, photograph, film, videotape, computer depiction or other material depicting a child under the age of eighteen (18) years engaging in a prohibited sexual act or in the simulation of such act.[\[2\]](#)

The term harmful to minors is defined under both federal and state law.

Harmful to minors - under federal law, is any picture, image, graphic image file or other visual depiction that:[\[3\]](#)[\[4\]](#)

1. **Taken as a whole, with respect to minors, appeals to a prurient interest in nudity, sex or excretion;**
2. **Depicts, describes or represents in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or lewd exhibition of the genitals; and**
3. **Taken as a whole lacks serious literary, artistic, political or scientific value as to minors.**

Harmful to minors - under state law, is any depiction or representation in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, when it:[\[5\]](#)

1. **Predominantly appeals to the prurient, shameful, or morbid interest of minors;**
2. **Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and**
3. **Taken as a whole lacks serious literary, artistic, political, educational or scientific value for minors.**

Obscene - any material or performance, if:[\[5\]](#)

1. **The average person applying contemporary community standards would find that the subject matter taken as a whole appeals to the prurient interest;**
2. **The subject matter depicts or describes in a patently offensive way, sexual conduct described in the law to be obscene; and**
3. **The subject matter, taken as a whole, lacks serious literary, artistic, political, educational or scientific value.**

Technology protection measure - a specific technology that blocks or filters Internet access to visual depictions that are obscene, child pornography or harmful to minors.[\[4\]](#)

Authority

The **availability of access** to electronic information does not imply endorsement by the district of the content, nor does the district guarantee the accuracy of information received. The district shall not be responsible for any information that may be lost, damaged or unavailable when using the network or for any information that is retrieved via the Internet.

The district shall not be responsible for any unauthorized charges or fees resulting from access to the Internet **or other network resources.**

The Board **declares** that **computer and** network use is a privilege, not a right. **The district's computer and network resources are the property of the district. Users shall have no expectation of privacy in anything they create, store, send, delete, receive or display on or over the district's Internet, computers or network resources, including personal files or any use of the district's Internet, computers or network resources.** The district reserves the right to monitor, **track, and** log network **access and** use; monitor fileserver space utilization by district users; **or deny access to prevent** unauthorized, inappropriate **or** illegal **activity and may revoke access** privileges and/or **administer** appropriate disciplinary action. **The district shall cooperate to the extent legally required with the Internet Service Provider (ISP), local, state and federal officials in any investigation concerning or related to the misuse of the district's Internet, computers and network resources.**[6][7][8]

The Board requires all users to fully comply with this policy and to immediately report any violations or suspicious activities to the Superintendent or designee.

The district reserves the right to restrict access to any Internet sites or functions it deems inappropriate through established Board policy, or the use of software and/or online server blocking. Specifically, the district operates and enforces a technology protection measure(s) that blocks or filters access to inappropriate matter by minors on its computers used and accessible to adults and students. The technology protection measure shall be enforced during use of computers with Internet access.[3][4][14]

Upon request by students or staff, the Superintendent or designee shall expedite a review and may authorize the disabling of Internet blocking/filtering software to enable access to material that is blocked through technology protection measures but is not prohibited by this policy.[14]

Upon request by students or staff, building administrators may authorize the temporary disabling of Internet blocking/filtering software to enable access for bona fide research or for other lawful purposes. Written permission from the parent/guardian is required prior to disabling Internet blocking/filtering software for a student's use. If a request for temporary disabling of Internet blocking/filtering software is denied, the requesting student or staff member may appeal the denial to the Superintendent or designee for expedited review.[3][15]

Delegation of Responsibility

The district shall make every effort to ensure that this resource is used responsibly by students and staff.

The district shall inform staff, students, parents/guardians and other users about this policy through employee and student handbooks, posting on the district website, and by other appropriate methods. A copy of this policy shall be provided to parents/guardians, upon written request.[14]

Users of district networks or district-owned equipment shall, prior to being given access or being issued equipment, sign user agreements acknowledging awareness of the provisions of this policy, and awareness that the district uses monitoring systems to monitor and detect inappropriate use and tracking systems to track and recover lost or stolen equipment.

Student user agreements shall also be signed by a parent/guardian.

Administrators, teachers and staff have a professional responsibility to work together to help students develop the intellectual skills necessary to **discern** among information sources, to identify information appropriate to their age and developmental levels, and to evaluate and use the information to meet their educational goals.

Students, staff and **other authorized individuals** have the responsibility to respect and protect the rights of every other user in the district and on the Internet.

Building administrators shall **make initial determinations of whether** inappropriate use **has occurred**.

The Superintendent or designee shall be responsible for **recommending** technology and **developing** procedures **used** to determine whether the district's computers are being used for purposes prohibited by law or for accessing sexually explicit materials. The procedures shall include but not be limited to:[\[3\]](#)[\[4\]](#)[\[16\]](#)

1. Utilizing a technology protection measure that blocks or filters Internet access for minors and adults to certain visual depictions that are obscene, child pornography, harmful to minors with respect to use by minors, or determined inappropriate for use by minors by the Board.
2. Maintaining and securing a usage log.
3. Monitoring online activities of minors.

The Superintendent or designee shall develop and implement administrative regulations that ensure students are educated **on network etiquette and other** appropriate online behavior, including:[\[4\]](#)

1. **Interaction** with other individuals on social networking websites, **apps**, and in chat rooms.
2. Cyberbullying awareness and response.[\[12\]](#)[\[17\]](#)

Guidelines

Network accounts shall be used only by the authorized owner of the account for its approved purpose. Network users shall respect the privacy of other users on the system.

Safety

It is the district's goal to protect users of the network from harassment and unwanted or unsolicited **electronic** communications. Any network user who receives threatening or unwelcome **electronic** communications **or inadvertently visits or accesses an inappropriate site** shall report such immediately to a teacher or administrator. Network users shall not reveal personal information to other users on the network, including chat rooms, email, **social networking websites**, etc.

Internet safety measures shall effectively address the following:[\[4\]](#)[\[16\]](#)

1. Control of access by minors to inappropriate matter on the Internet and World Wide Web.
2. Safety and security of minors when using electronic mail, chat rooms, **apps**, and other forms of direct electronic communications.
3. Prevention of unauthorized online access by minors, including "hacking" and other unlawful activities.

4. Unauthorized disclosure, use, and dissemination of personal information regarding minors.
5. Restriction of minors' access to materials harmful to them.

Prohibitions

Users are expected to act in a responsible, ethical and legal manner in accordance with district policy, accepted rules of network etiquette, and federal and state law. Specifically, the following uses are prohibited:

1. Facilitating illegal activity.
2. Commercial or for-profit purposes.
3. Nonwork or nonschool related work.
4. Product advertisement or political lobbying.
5. **Bullying/Cyberbullying.**[12][17]
6. Hate mail, discriminatory remarks, and offensive or inflammatory communication.
7. Unauthorized or illegal installation, distribution, reproduction, or use of copyrighted materials.
8. Accessing, **sending, receiving, transferring, viewing, sharing or downloading** obscene, pornographic, **lewd**, or **otherwise illegal materials, images or photographs.** [18]
9. Access by students and minors to material that is harmful to minors or is determined inappropriate for minors in accordance with Board policy.
10. Inappropriate language or profanity.
11. Transmission of material likely to be offensive or objectionable to recipients.
12. Intentional obtaining or modifying of files, passwords, and data belonging to other users.
13. Impersonation of another user, anonymity, and pseudonyms.
14. Fraudulent copying, communications, or modification of materials in violation of copyright laws.[19]
15. Loading or using of unauthorized games, programs, files, or other electronic media.
16. Disruption of the work of other users.
17. Destruction, modification, abuse or unauthorized access to network hardware, software and files.
18. **Accessing the Internet, district computers or other network resources without authorization.**
19. **Disabling or bypassing the Internet blocking/filtering software without authorization.**
20. **Accessing, sending, receiving, transferring, viewing, sharing or downloading confidential information without authorization.**

21. Relocating equipment without written authorization from the Technology Director or designee.
22. Utilizing equipment or allowing students to utilize equipment in a manner not pursuant with course curriculum.

Security

System security is protected through the use of passwords. Failure to adequately protect or update passwords could result in unauthorized access to personal or district files. To protect the integrity of the system, **these** guidelines shall be followed:

1. Employees and students shall not reveal their passwords to another individual.
2. Users are not to use a computer that has been logged in under another student's or employee's name.
3. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the network.

Copyright

The illegal use of copyrighted **materials** is prohibited. Any data uploaded to or downloaded from the network shall be subject to fair use guidelines and **applicable laws and regulations**.^[19]
^[20]

District Website

The district may establish and maintain a website and shall develop and modify its web pages to present information about the district under the direction of the Superintendent or designee. All users publishing content on the district website shall comply with this and other applicable district policies.

Users shall not copy or download information from the district website and disseminate such information on unauthorized web pages without authorization from the building principal.

Consequences for Inappropriate Use

The network user shall be responsible for damages to the equipment, systems, and software **resulting from** deliberate or **willful acts**.^[14]

Illegal use of the network; intentional deletion or damage to files **or** data belonging to others; copyright violations; and theft of services **shall** be reported to the appropriate legal authorities for possible prosecution.

General rules for behavior and communications apply when using the Internet, in addition to the stipulations of this policy.

Vandalism **shall** result in **loss** of access privileges, **disciplinary action, and/or legal proceedings**. **Vandalism** is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks; this includes but is not limited to uploading or creating computer viruses.

Failure to comply with this policy or inappropriate use of the Internet, district network or computers shall result in usage restrictions, loss of access privileges, disciplinary action, and/or legal proceedings.^[6]^[7]^[8]

Legal

- [1. 18 U.S.C. 2256](#)
- [2. 18 Pa. C.S.A. 6312](#)
- [3. 20 U.S.C. 7131](#)
- [4. 47 U.S.C. 254](#)
- [5. 18 Pa. C.S.A. 5903](#)
6. Pol. 218
7. Pol. 233
8. Pol. 317
9. Pol. 103
10. Pol. 103.1
11. Pol. 104
12. Pol. 249
13. Pol. 218.2
- [14. 24 P.S. 4604](#)
- [15. 24 P.S. 4610](#)
- [16. 47 CFR 54.520](#)
- [17. 24 P.S. 1303.1-A](#)
18. Pol. 237
19. Pol. 814
- [20. 17 U.S.C. 101 et seq](#)
- [18 Pa. C.S.A. 2709](#)
- [24 P.S. 4601 et seq](#)
- Pol. 220

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Policy – New – Second Reading and Adoption

FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	300 Employees
Title	Workers' Compensation Transitional Return-to-Work Program
Code	347
Status	Second Reading/Adoption
Last Revised	June 10, 2024
Last Reviewed	April 2, 2024

Purpose

The purpose of a workers' compensation transitional return-to-work program is the safe, timely return of injured district employees to transitional or regular employment.

Authority

In an effort to control workers' compensation costs, the Board adopts this policy to ensure that employees who have been injured at work and are covered by workers' compensation return to work as soon as possible, in accordance with Board policy and administrative regulations.

This policy shall apply only to an employee who meets all of the following conditions:

- 1. Has been injured at work.**
- 2. Is disabled as defined under the state Workers' Compensation Act.**
- 3. Is capable of productive work.**
- 4. Cannot return to ~~his/her~~ their pre-injury job for the district with or without reasonable accommodations as a result of ~~his/her~~ their work injury.**
- 5. Is expected to be able to return to ~~his/her~~ their pre-injury job within a definite period of time.**
- 6. Is being paid workers' compensation disability benefits.**

An employee shall not be eligible for continuation in the transitional return-to-work program if one (1) of the following determinations is made:

- 1. Employee cannot perform the assigned lighter duty work.**
- 2. Employee will be unable to return to ~~his/her~~ their pre-injury occupation with or without reasonable accommodations within a reasonable period of time.**

The work that shall be offered to an eligible employee shall be productive work that will advance the interests of the district.

Delegation of Responsibility

The Superintendent or designee shall establish a transitional return-to-work program and develop administrative regulations to implement the Board policy.

The Superintendent or designee shall ensure that all district staff responsible for the transitional return-to-work program shall receive periodic training from legal counsel with expertise in the Family And Medical Leave Act, Americans With Disabilities Act, workers' compensation and labor relations. The training shall include information on the interaction of the transitional return-to-work program and applicable laws, contracts and collective bargaining agreements.

The Superintendent or designee shall determine if a lighter duty job will be offered to an eligible employee.

When the interactive process is going to be engaged in, the Superintendent or designee shall engage the solicitor or special labor counsel.

Guidelines

The transitional return-to-work program and Board policy shall be implemented in a manner that does not conflict with applicable laws, contracts or collective bargaining agreements.

Nothing in this policy shall be construed as requiring that a lighter duty job be provided to an eligible employee or that the essential functions of any job be eliminated. Lighter duty jobs are intended as a transitional opportunity to assist an injured employee to return to ~~his/her~~ **their pre-injury occupation with or without reasonable accommodations.**

Legal

[77 P.S. 1 et seq](#)

[29 U.S.C. 2601 et seq](#)

[42 U.S.C. 12101 et seq](#)

[29 CFR Part 825](#)

[45 CFR Part 160](#)

[45 CFR Part 164](#)

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Change Order – Dorseyville Middle School Window Project



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Dorseyville Middle School Window Replacement 3732 Saxonburg Boulevard, Pittsburgh, PA 15238	CONTRACT INFORMATION: Contract For: General Construction Date: 5/6/2024	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 5/6/2024
OWNER: <i>(Name and address)</i> Fox Chapel Area School District 611 Field Club Road Pittsburgh, PA 15238	ARCHITECT: <i>(Name and address)</i> Canzian Johnston Associates 361 Main Street New Kensington, PA 15068	CONTRACTOR: <i>(Name and address)</i> MacBracey Corporation 2085 Park Ave Washington, PA 15301

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CO#3- Renovations to teachers lounge. Includes demo of glass block, framing new curved wall and installing 2 direct set Pella windows. Curved wall to receive EIFS system and interior to be finished drywall and painted. Blinds for windows to match building.

The original Contract Sum was	\$ 688,780.00
The net change by previously authorized Change Orders	\$ 81,415.00
The Contract Sum prior to this Change Order was	\$ 770,195.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 39,975.00
The new Contract Sum including this Change Order will be	\$ 810,170.00

The Contract Time will be increased by Sixty (60) days.

The new date of Substantial Completion will be August 22, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Canzian Johnston Associates

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

MacBracey Corporation

CONTRACTOR *(Firm name)*

Brooke Hughes

SIGNATURE

Brooke Hughes, Project Manager

PRINTED NAME AND TITLE

5/6/2024

DATE

Fox Chapel Area School District

OWNER *(Firm name)*

SIGNATURE

Marybeth Dadd, School Board President

PRINTED NAME AND TITLE

6/10/24

DATE



P.O. Box 558
2085 Park Avenue
Washington, PA 15301

General Construction & Consulting

Phone 724/229-0119

5/13/2024

Reference:

CO#3- Teacher Lounge Renovations

Project:

Dorseyville Middle School Window Replacement
3732 Saxonburg Boulevard
Pittsburgh, PA 15238

Cost Breakdown

- Glass Block Demo - \$1,113
- Window Install - \$12,764
 - Material = \$8,500
 - Labor = \$4,264
- Blinds - \$1,422
- Curved Wall Interior & Exterior EIFS - \$19,000 (Subcontractor)
- Paint/ACT Rework - \$2,060

Total = \$36,359

Profit @ 10% = \$3,616

Contract Total = \$39,975

A Women Business Enterprise

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Appointment of Solicitor – Resolution 2024-3

FOX CHAPEL AREA SCHOOL DISTRICT

APPOINTMENT OF SOLICITOR

RESOLUTION NO. 2024-3

**A RESOLUTION APPOINTING PAUL J. GIUFFRE,
ESQUIRE, AS SOLICITOR TO THE FOX CHAPEL AREA
SCHOOL DISTRICT PURSUANT TO 24 P.S. § 4-406.**

WHEREAS, it is the desire and the duty of the Board of School Directors of the Fox Chapel Area School District to appoint a solicitor, and

WHEREAS, the Public School Code of 1949 vests the Board of School Directors with the power to appoint a solicitor, and

WHEREAS, the Board of School Directors deems it appropriate to appoint Paul J. Giuffre, Esquire, to serve a two-year term commencing July 1, 2024, and ending on June 30, 2026.

NOW THEREFORE, BE IT RESOLVED THAT pursuant to 24 P.S. § 4-406, Paul J. Giuffre, Esquire, is appointed as solicitor to the Fox Chapel Area School District for a two-year term commencing July 1, 2024, and ending on June 30, 2026, with a retainer to be paid at the rate of \$1,500.00 per month. The hourly rate for attorney services in year one shall be \$125.00 and \$100.00 for other staff. In year two, attorney services shall be billed at \$130.00 per hour. All other terms, duties, and compensation shall continue as set by the Board of School Directors on December 3, 2013.

Adopted this 10th day of June, 2024.

ATTEST:

FOX CHAPEL AREA SCHOOL DISTRICT:

By: _____
Kathleen Anuszek
Board Secretary

By: _____
Marybeth Dadd
Board President

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

YMCA – Agreement and Lease

AGREEMENT AND LEASE

This lease, made as of the 10th day of June, 2024, by and between the Fox Chapel Area School District, hereinafter called "Lessor", and the Young Men's Christian Association of Pittsburgh, hereinafter called "Lessee".

Witnesseth

Lessor, for and in consideration of the rent to be paid and covenants and agreements to be performed by Lessee as hereinafter set forth, does hereby lease unto Lessee that space (hereinafter called the "Premises") situated in designated locations within Lessor's elementary school buildings, middle school and high school building are follows: (due to renovations the Lessor understands that these locations may change, however, the Lessee will provide alternate location).

- | | |
|-------------|---|
| A. O'Hara | - Cafeteria; Commons Area; Gymnasium; Auditorium; playground; library; classroom; Courtyard |
| B. Kerr | - Cafeteria; Multipurpose Room; Gymnasium; Library; Playground; |
| C. Hartwood | - Cafeteria; Commons Area; Library; Gymnasium; Playground; Classroom |

The said premises to be occupied and used only as a Before/After School Child Care program during the school year and a Day Care Camp during the summer, operated by Lessee to care for elementary children enrolled as students in Lessor's school, pursuant to arrangements independently made with the parents and guardians of such children: together with a nonexclusive license for the benefit of Lessee and Lessee's employees, agents and invitees, for access to and from the lease premises through the schools and school grounds; use of other public areas of the schools may be necessarily required, including such areas as toilet rooms, kitchen, elevators, if any and parking areas; all on the following terms and conditions.

1. The term hereof shall begin the 1st day of August 2024 and shall end at 12 midnight on the 31st day of July 2025, and thereafter extend from year to year under the same terms and conditions, provided, however, that either party may terminate this lease by giving written notice of its intention ninety (90) days before the end of any term.
2. As rent for the premises, Lessee shall pay the Lessor the sum of five hundred and fifty dollars per week for the summer months not to exceed 10 weeks.

(\$550.00 per week during the summer camp) other good and valuable considerations. For the school year no additional cost. The YMCA would require a minimum of 20 students to be enrolled in each of the AM and PM programs in order for the BASE program to operate and a minimum of 22 students enrolled in the Summer Camp.

3. It is agreed between Lessor and Lessee that,
 - a. Lessor shall, during the heating season, provide such heat for the leased premises.
 - b. Lessor shall provide such ordinary custodial service for the leased premises.
 - c. Lessor shall maintain and provide for Lessee's use other utilities necessary to Lessee as are normally maintained at the various schools in which the premises are located.
4. Lessee agrees to conduct its Before/After school Child Care program and Summer Day Care Camp in accordance with the Guidelines, which are attached hereto, marked Exhibit A, and incorporated herein. Lessee further agrees to comply with all rules, regulations, and policies of the Lessor as applies to leased premises.
5. If Lessee shall fail to keep or comply with any of the covenants, terms or conditions of this Lease, or with any notice given under the terms hereof, this Lease may, at the option of Lessor, be terminated following written notice to Lessee of such failure or noncompliance followed by a thirty (30) day period during which Lessee may have the opportunity to correct said failure or cure said noncompliance and, if corrected or cured, this Lease may continue in full force and effect; provided, that, if Lessor deems it necessary for any reason deemed to be compelling by Lessor, this Lease may be, at the complete discretion of Lessor, terminated forthwith.
6. If, during the term of this Lease, a school building is so damaged or impaired that the premises located within that school building are rendered unfit for Lessee's occupancy, as determined by the Lessor this Lease shall cease and terminate forthwith as to that school building.
7. Lessee shall hold Lessor harmless for any loss or damage which Lessee, or its agents or employees, may sustain by reason or any strike, lockout, Pandemic or other labor disturbance, energy curtailment, war, state or national emergency, civil commotion, sudden adverse act or nature or termination of this Lease at any time by Lessor for reasons which Lessor deems to be compelling.
8. Lessor will arrange for telephone installation at Lessor's expense of at least one outside line at each building of the leased premises. Such telephone

Installations must have the prior specific approval of the school district's physical plant manager. School telephones are not to be used by Lessee or its employees for any other purpose.

9. It is agreed between Lessor and Lessee that,
 - A. Lessee shall not make any alterations or additions to the premises.
 - B. Lessee shall, at the expiration of the Lease, return the premises to Lessor in as good condition as received, ordinary wear and tear expected.
 - C. Lessee shall not assign this Lease or sublease the premises.
 - D. Lessee shall hold Lessor harmless from any loss or damage which Lessee, its agents or employees may sustain:
 - 1) from theft or burglary in or about the premises,
 - 2) from interruptions in any utility service, from any cause whatsoever,
 - 3) from any loss, damage or injury due to fire, water, rain, snow, steam, sewage, gas or odors, from any source whatsoever,
 - 4) from other damage or injury.
10. Lessee represents and warrants that during the period of its use and occupancy of the premises, it will be in compliance with all laws, licensing requirements and applicable regulations of local, state and federal governments, including those of the Pennsylvania Department of Public Welfare.
11. Lessee shall indemnify, hold harmless and defend Lessor from and against any and all costs, expenses (including reasonable counsel fees), from any liabilities, losses, damages, suits, actions, fines, penalties, claims or demand of any kind and asserted by or on behalf of any person or government arising out of, or in any way connected with the Before/After School Child Care Program or Summer Day Care Camp. Lessor shall not be liable to Lessee on account of :: (i) any failure by Lessee to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Lessee; (ii) any failure by Lessee to comply with any statutes, ordinances, regulation or orders of any governmental authority; or (iii) any accident, death or personal injury or damage to our loss or theft of property which shall occur on, in or about the premises.
12. Lessee shall maintain and have in full force and effect during the periods of this Lease the following insurance:
 - A. Policies of comprehensive general liability insurance, including public and property damage liability coverage with the following limits:
 - 1) Public liability insurance in an amount of not less than one million dollars (1,000,000.00) for bodily injury and/or wrongful death, to any one person.

- 2) Property damage insurance in an amount of not less than one million dollars (1,000,000.00) per occurrence.
 - 3) Umbrella liability coverage for property damage and bodily injury in an amount not less than two million dollars (2,000,000.00).
 - 4) Non-owned and or hired automobile liability insurance in an amount not less than one million dollars (1,000,000.00).
 - 5) Lessor shall be names as an additional insured party and policies or certificates shall provide for a minimum of thirty- (30) days written notice to Lessor prior to cancellation of any of the insurance.
 - B. Lessee represents and warrants that during its period of use and occupancy of the premises, it will be in compliance with all applicable workers' compensation, unemployment compensation, and other employee insurance programs required by law.
 - C. Prior to the date of original occupancy, Lessee shall furnish to Lessor written proof of Lessee's compliance with the above insurance provisions.
13. Lessor shall maintain and have in full force and effect during the periods of this lease the following insurance:
- A. Standard fire and hazard insurance with extended coverage on the school buildings involved in the Before/After School Child Care program with limits designed to avoid the effects of the co-insurance clause of the insurance policy.
 - B. Comprehensive general liability insurance with limits of coverage normally carried by school districts for elementary schools.
14. Neither Lessor nor Lessee shall be liable to the other nor to any insurer of the other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury or death to the extent either party shall be reimbursed or has the right to be reimbursed out of hazard insurance carried or obligated to be carried by Lessor or Lessee, as the case may be, with respect to such loss, damage, injury or death. In the event their respective insurance policies do not already provide for waiver or subrogation, Lessor and Lessee each agree to obtain a waiver of subrogation endorsement from their respective insurers.
15. In the event the Lessor becomes subject to any real estate, business privilege, or other federal, state or local taxes by virtue of the lease of the aforesaid premises, Lessee agrees to pay or reimburse the Lessor for the full amount of the taxes applicable to this Lease or the use of the premises.
16. Lessor's name and the name of the building may be used as an element in promotion and advertising Lessee's Before/After School Child Care Program.

17. Each school building principal shall represent Lessor at the school building level in administering this Lease. Provided, however, that any notice or demand hereunder shall be sufficiently given or made upon Lessor of mailed by first class postage, or personal delivery, to the Lessor's superintendent.
18. Any notice or demand hereunder shall be sufficiently given or made upon Lessee if addressed to Lessee at Foster Plaza, 680 Anderson Drive, Suite 400, Pittsburgh, PA 15220 and deposited in the mail with first class postage affixed; or by personal delivery to the same address.
19. Lessee will follow the guidance for childcare programs as set out by the CDC and Pennsylvania Secretary of Health and will provide the lessor with a health and safety plan.

IN WITNESS WHEREOF, the Lessor and Lessee, having read the same in its entirety and intending to be legally bound hereby, subscribe the same as of the day and year first above written.

ATTEST:

FOX CHAPEL AREA SCHOOL
DISTRICT
(LESSOR)

Kathleen Anuszek
School Board Secretary

Marybeth Dadd
School Board President

ATTEST:

YOUNG MEN 'S CHRISTIAN
ASSOCIATION OF PITTSBURGH
(LESSEE)

Jessica Lausch
Vice President of Youth Development

Amy Kienle
President & CEO

EXHIBIT A

FOX CHAPEL AREA SCHOOL DISTRICT

BEFORE/AFTER SCHOOL CHILD CARE PROGRAM GUIDELINES

OPERATION OF THE PROGRAM

1. Hours of Operation

- A. The Before School Child Care program will be conducted at O'Hara, Elementary school between the hours of 7:00 AM and the start of the school day. The After School Child Care program will be conducted at O'Hara, Kerr and Hartwood from school dismissal until 6:00P.M., Monday through Friday.
- B. The YMCA would require a minimum of 20 students to be enrolled in each of the AM and PM programs in order for the BASE program to operate and a minimum of 22 students enrolled in the Summer Camp.
- B. The program may operate from 7:00A.M. -6:00P.M. On weekdays when school is not in session. This includes conference days, teachers' in- service days and holiday break time.
- C. If an early dismissal of students from school occurs, the Lessee may operate the Before/ After school child care Program (the 'Program') from the hour of dismissal until 6:00 P.M. or until the last child is picked up. If an emergency closing of school requires the evacuation of the building, Lessee, along with parents will arrange for transportation to students' homes. (All transportation costs shall be borne by the parents or legal guardians.)
- D. All employees of Lessee who work directly with children must comply with the requirements of Act 34 and Act 33 Clearances, FBI Fingerprinting and Act 126 - Child Abuse Training.
- E. All correspondence intended for distribution among parents or the general public will be provided to the Executive Director of Elementary Education and instruction for approval prior to distribution through the schools.
- F. Summer program will be conducted Monday through Friday between the hours of 7:00 A.M. to 6:00 P.M. for a maximum of 10 weeks during the summer months.

2. Enrichment, Attendance and Transportation

All arrangements for enrollment, attendance and transportation to and from the program location are the responsibility of the parents or other legal guardians and Lessee.

Program Activities

The Program site directors will submit weekly plans of activities to the building principal upon request.

The program is designed as a resource for daily activities that represent the most significant vehicles through which both developmental needs and program goals may be met.

- Creative Time -An opportunity for children to experience "free time" in a structured, supervised atmosphere. Learning and activity centers, as well as a "study area" is made available for homework and reading

- Nutrition Time - A nutritional "Snack Break" supplemented by occasional discussion about nutrition and eating habits.
- PlayTime - An important aspect for active, physically oriented games, team sports, individual activities and special events. The activities teach cooperation, self-confidence, skills and coordination.
- Project Time - Task- oriented activities, such as arts and crafts, and special projects. Some projects take several days to complete so children look forward to this time of day.
- People Time –An opportunity for children to become aware of their values, improve their decision making skills and enhance their own self-worth (i.e., "Person of the Day" - children relay information about themselves and other children ask questions, etc.)
- Home Time -The Lessee is expected to emphasize the Lessee's role of the parents and families in childcare. Suggestions and activities designed to assist the transition include:

3. Discipline:

It is the goal of the program to guide children in becoming happy, responsible, and cooperative participants in the program through positive non-threatening teaching techniques; to increase children's respect for their own actions; and to help them grow in their respect for the rights and feelings of other people.

When conflicts over the rights of other people and property develop, it is the goal to work with the individual children, listening to what each has to say and helping to resolve the conflict through effective communication.

The YMCA does not utilize time-out or any form of physical or emotional punishment. We feel the most successful process to use is re-direction. This allows the child to be "re-directed" away from the problem situation to a more positive area where he/she can work out the problem with an adult. The YMCA will implement the following procedures for repetitive or serious behavior problems:

First Discipline: Disciplinary Report: Parents will be notified and a plan of action will be agreed upon by the staff and parent. The YMCA reserves the right to suspend the child for an unlimited amount of time.

Second Discipline: Disciplinary Report: Parents will be notified and a plan of action will be agreed upon by the staff and parent. The YMCA reserves the right to suspend the child for an unlimited amount of time.

Third Discipline: Disciplinary Report: Parents will be notified and the YMCA reserves the right to remove the child from the Program permanently.

** A child's continual participation in our program is subject to the child's ability to comply with the program format.

Lessee reserves the right to remove any child from the Program for behavior that infringes upon the rights and safety of other students or staff.

4. Food and Snacks

The YMCA will ask families to provide a nutritious snack to eat between the hours of 3:30 - 4:30 P.M. The YMCA will have extra snacks available for families who forget or are unable to provide a snack.

5. Health

A. The YMCA will follow all health protocols and policies of the Department of Human Services. Health regulations are important for all the children and staff in the program. They are meant to protect from communicable illness and to protect those who are sick from becoming even sicker.

- 1) For children who become ill while at the program, parents will be contacted and the child sent home with parent or authorized individual. Until the parent arrives, the child will rest in a quiet area, supervised by a staff person.
- 2) Emergency files will be kept for each child. Parents will be notified of any severe illness or accident by telephone by the program staff. The staff will expect parents to respond as soon as possible in an emergency situation.
- 3) Parents may not send a child to the program if:
 - The child was not permitted to attend school that day due to illness.
 - The child has a communicable illness and the incubation period has not expired. Return to the center will require a doctor's permission slip.
 - The child is too ill to participate in the program. In every case, the parents have the responsibility to inform the program staff of the reason for their child's absence.
- 4) We have an obligation under the Department of Public Welfare regulations and the YMCA of Pittsburgh policies to enforce health policies.

B. Emergency Medical Care Procedures

In case of a serious injury or medical emergency, the staff member in charge will:

- 1) Contact the parent by phone.
- 2) If unable to reach a parent, the staff member in charge will contact the emergency person listed as the emergency contact in the child's file. If unable to reach the emergency contact, the staff member will contact the doctor listed on the medical form in the file.
- 3) If emergency treatment is needed; the staff member will call the local paramedic or ambulance for transportation to the hospital.

C. Suspected Child Abuse

Program staff that either suspect or are informed by a child or other informant that child abuse may have occurred, are under legal obligation by the Commonwealth of Pennsylvania to inform the proper authorities.

D. Medication

Generally, medication is not administered to children. However, under very limited circumstances, the staff will administer personal prescriptions billed by a pharmacist that have a label bearing the physician's name, child's name and dosage, plus time of medication. A parental permission slip must be on file with the Lessee.

6. Equipment

- A. The Lessee will provide all necessary equipment, supplies and materials for the implementation of the program, other than the physical grounds.
- B. The YMCA will provide a cell phone to use for communication with families and for checking students in and out of the program each day. The Lessor shall provide the Lessee with access wifi if needed to operate the phone.

7. Evaluation

- A. The program requires an evaluation process every six months that includes the children and the parents.
- B. A minimum of two (2) meetings shall be scheduled between the building principal and the program director each year.

8. Fees

- A. Children may be registered for three day, four-day or five-day service. Tuition is set by Lessee and paid per week as follows:

REGISTRATION FEE: \$30.00 (Non-Refundable)

BEFORE/AFTER SCHOOL PROGRAM FEES (per week)

Program Offering	1-3 Days YMCA Member	1-3 Days Non Member	4-5 Days YMCA Member	4-5 Days Non Member
Before School	\$39	\$46	\$51	\$61
After School	\$66	\$78	\$85	\$100

The weekly fee does not include any extra hours on extended days.

- 1) Tuition payments should be made payable directly to Lessee.
- 2) A minimum enrollment of 20 students per site must be met in order to operate or continue the program at each site.
- 3) School year enrollment begins in March at which time fees will be set. Rates may need to be adjusted during the year.
- 4) Any transportation fees incurred will be paid directly to the provider.

** The YMCA reserves the right at any point during the year, based on enrollment, to delete any program hours or sites where insufficient attendance puts financial hardship upon the YMCA.

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Carnegie Mellon University – Cooperative Educational Agreement

**Fox Chapel Area School District and Carnegie Mellon University
(Department of Music Education)**

**Cooperative Educational Agreement
Student Teaching Assignments**

This agreement is entered into by the Fox Chapel Area School District and the Music Education Department of Carnegie Mellon University and relates to the seven-week placement of student teachers within designated music department subject areas in the Fox Chapel Area School District. All such placements shall be governed and supervised by identified personnel within both institutions. The effective dates of this Agreement shall be October 21, 2024 – December 6, 2024 unless terminated in writing by either party.

Within an atmosphere of compliance, the Parties agree to the following:

- I. Joint Responsibilities
 - A. Carnegie Mellon University shall inform students that they are expected to supply the following clearances to maintain compliance with State and Federal regulations regarding background checks for pre-service teachers.
 1. Criminal Background Check
 2. FBI Clearance
 3. Child Abuse clearance
 4. TB Test results*
 - B. Carnegie Mellon University will comply with all Federal and State laws and regulations prohibiting discrimination.
 - C. CMU and the Fox Chapel Area School District will mutually resolve any disciplinary issues related to inappropriate student teacher conduct with minimal impact on students, staff and the student teacher. Fox Chapel Area School District reserves the right to require immediate removal of a student teacher if the District determines the student teacher's continued presence jeopardizes the health, safety or welfare of any District student or staff.
 - D. CMU and the Fox Chapel Area School District agree to comply with the Family Educational Rights and Privacy Act (FERPA). All educational records as defined by FERPA will remain confidential.
 - E. Either party, upon 14 days written notice to the other party, may terminate this agreement.

II. Carnegie Mellon University Responsibilities


- A. Affirm that all students requesting placement are officially registered as students of the Carnegie Mellon University School of Music.
- B. Affirm that all students will be placed by following the Department of Education approval and procedure for placement and selection of professionally certified cooperating teachers including submission of all required criminal history reports, child abuse certification and employment history reviews.
- C. Affirm that all student teachers placed have completed the minimum coursework required for such placement.

III. Fox Chapel Area School District Responsibilities

- A. Affirm that it will permit student teachers to practice teach and maintain involvement in all related educational activities as approved by the Fox Chapel Area School District.
- B. Affirm that it will provide appropriate mentoring for student teachers regarding all building and District policies so as to enhance students' knowledge of the system and the rules and regulations expected to be followed by all District employees.
- C. Affirm that it will cooperate with personnel from Carnegie Mellon University in determining placement and assignment of cooperating teachers within the Fox Chapel Area School District.

The signatures affixed by duly authorized personnel from both parties shall verify the date and execution of this Agreement.

**Carnegie Mellon University
School of Music
Department of Music Education**



**Dr. Susan Raponi
Department Chair of Music Education**

Date

Fox Chapel Area School District

**Ms. Marybeth Dadd
School Board President**

June 10, 2024

Date

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

United States Golf Association – Parking Lot Agreement

PARKING LOT AGREEMENT

THIS PARKING AGREEMENT (this “Agreement”) has been made as of the 10th day of June, 2024, by and between the United States Golf Association (the “Association”), a not-for-profit corporation organized under the laws of the State of Delaware, located at Golf House, 77 Liberty Corner Road, Liberty Corner, New Jersey 07938; and Fox Chapel Area School District (“Owner”), a public school district, located at 611 Field Club Road, Pittsburgh Pennsylvania 15238.

WITNESSETH:

WHEREAS, the Association will host the 2025 U.S. Open Championship (the “Championship”) at Oakmont Country Club from Monday, June 9, 2025, through Sunday, June 15, 2025, including any such succeeding day or days that may be required for a play-off or postponement of the Championship;

WHEREAS, the Association desires to use the real property owned by Owner located at (i) O’Hara Elementary School, 115 Cabin Lane, Pittsburgh, Pennsylvania 15238; and (ii) Fox Chapel Area High School, 611 Field Club Road, Pittsburgh Pennsylvania 15238, as described below and in Exhibit A, attached hereto and made a part hereof (the “Property”), as parking facilities for the Championship during the Term (as such term is defined below); and

WHEREAS, Owner desire to provide use of the Property to the Association for such purpose.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable consideration, the Association and Owner hereby agree as follows:

1. PURPOSE

The Property shall be used by the Association for the purpose of spectator parking for the Championship during the Term of this Agreement. The Property shall be used for no other purpose without the prior written consent of the Owner, which consent may be withheld in the Owner’s sole discretion.

2. REPRESENTATION BY THE OWNER

The Owner represents and warrants that it (a) is the legal owner of the Property; (b) has the authority to grant to the Association the rights set forth in this Agreement; and (c) has not made any other agreement granting use of the Property during the Term of this Agreement.

3. TERM

The term of this Agreement (the “Term”) shall be comprised of an exclusive period commencing at 12:01 a.m. on Monday, June 9, 2025 ending at 11:59 p.m. on Sunday, June 15, 2025 provided, however, that such Term shall be automatically extended to include an additional day, or days, resulting from any play-off or postponement of the Championship.

4. CONSIDERATION

In consideration for the use of the Property, the Association shall pay the Owner a fee of Twelve Thousand Dollars (\$12,000.00) which 50% of the fee, Six Thousand Dollars (\$6,000.00) shall be payable upon the mutual execution of this Agreement and receipt of an invoice. The remaining balance, Six Thousand Dollars (\$6,000.00) shall be paid on June 1, 2025. Owner agrees that it shall supply an invoice (in a .pdf format) via email at usga@avidbill.com for such payment to the Association along with a completed Form W-9 (which is attached hereto as Exhibit B and made part of this Agreement).

5. CONDITION OF THE PROPERTY, UTILITIES

The Association acknowledges and agrees that it has made a full and complete examination of the Property. The Association accepts the Property "AS IS, WHERE IS" in the physical condition or state in which the Property now is, without any representation or warranty, express or implied in fact or by law, by the Owner and without recourse to the Owner as to the physical nature and condition, legal requirements or usability thereof. Other than in connection with the representations made by the Owner pursuant to this Agreement, the Owner shall have no obligation to do any work or make any improvements, changes, installations or alterations of any kind to the Property either to put the Association in possession or to permit the Association to utilize the Property. The Owner shall not be liable for any latent, patent or other defect in the Property including the terrain of the Property.

6. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. As stated in this Agreement, the Association shall have use of the Property throughout the Term of this Agreement. The Association shall, at its sole cost and expense, obtain any and all required permits necessary for the Association's use of the Property.

B. During the Term, the Association shall, without limitation and as it deems reasonably necessary: (i) provide, at its sole expense, for the appropriate number of parking attendants, law enforcement personnel to assist with traffic control and other personnel required to be on-site at the Property in connection with the use thereof; (ii) provide for the installation of cones, barricades, bike rack, rope and stake/fencing for traffic control; (iii) clean the Property each evening of the Championship; (iv) provide for the installation of appropriate signage; (v) advertise availability and location for parking; (vi) provide temporary lighting, if necessary, on the Property; and (vii) make any other arrangements it deems reasonably necessary and/or desirable to ensure that high quality parking services are available for the Championship.

C. The Association shall, at its sole cost and expense, remove all items and equipment that Association has placed, erected or installed on the Property within five (5) days of the conclusion of the Term and leave the Property in substantially the same condition as before the Association's use of the Property.

7. COMMERCIAL EXPLOITATION

The Owner represents and warrants that it shall not directly or indirectly exploit or knowingly permit the exploitation by others under their control of any rights belonging or granted to the Association under the terms of this Agreement or otherwise, including but not limited to, the Association's rights to and in the Championship. The terms "exploit" and "exploitation," as used herein, shall include but not be limited to any activity or matter which produces or is intended to produce revenue or any other consideration or advantage in any form.

8. REFERENCES TO THE ASSOCIATION

A. Nothing contained in this Agreement shall constitute, or be deemed to constitute, an agreement or license by the Association to permit the Owner to use the Association's name or logo or any other trademark of the Association in any manner whatsoever without the express prior written consent of the Association which may be denied in its sole discretion.

B. Nothing contained in this Agreement shall constitute, or be deemed to constitute, an agreement or license by the Owner to permit the Association to use the Owner's name or logo or any other trademark of the Owner in any manner whatsoever without the express prior written consent of the Owner which may be denied in its sole discretion.

9. INSURANCE AND INDEMNIFICATION

A. During the Term, the Association shall, at its own cost and expense, carry adequate liability and property damage insurance for the benefit of the Owner and the Association and their respective directors, officers, employees, subcontractors, members, principals, and agents with respect to the Association's use of the Property as set forth in this Agreement. The insurance to be carried by the Association shall be placed with a good and solvent insurance carrier licensed to insure in the Commonwealth of Pennsylvania. The minimum aggregate liability and property damage per occurrence shall be no less than \$3,000,000.00 for any act or omission with respect to the service and/or items the Association supplied pursuant to this Agreement. The Association shall deliver a certificate of insurance to the Owner no later than July 1, 2024, showing such coverage and naming the Owner, O'Hara Elementary School and Fox Chapel Area High School as additional insureds.

B. The Association shall indemnify, defend and hold harmless the Owner, and its directors, officers, employees, subcontractors, members, principals, and agents (each an "Indemnitee") from and against all claims, liabilities, losses, obligations, damages, accidents, occurrences, costs and expenses of every kind and nature (including reasonable attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, obligations, damages, accidents, occurrences, costs and expenses) for any reason incurred by the Indemnitee by reason of any act or action (including failure to act) or thing whatsoever done, or any condition created in or about the Property during the Term arising from any act or omission of the Association or any of its agents or employees, except as may arise from the negligence of the Owner. The Association's indemnification obligations specifically exclude any act or action (including the failure to act) or thing whatsoever done, or any condition created in or about the Property during the Term arising from any act or omission of the Owner or any access to the Property by the Owner and/or guests of the Owner.

10. ASSIGNMENT; SUBLETTING

The Association shall not, without the Owner's prior written consent, which may be withheld in Owner's sole discretion (a) assign this Agreement; (b) sublet or grant concessions with respect to all or any part of the Property; (c) permit any other person or business to use all or any part of the Property for any purpose; or (d) in any other way transfer, assign or allow any other person to succeed to any or all of the Association's rights under this Agreement. Furthermore, the Owner agrees that it shall not assign this Agreement to any other party without the express prior written approval of the Association.

11. MISCELLANEOUS

A. The Association in all respects shall be independent of the Owner. This Agreement shall not constitute or create a partnership, joint venture or agency relationship between the Owner and the Association.

B. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

C. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior understanding and/or agreements, whether written or oral, between the parties with respect to such subject matter.

D. The parties agree that copies of the signature pages of this Agreement transmitted by email of a .pdf, .tiff, JPEG or similar file or otherwise electronically transmitted, whether sent to the other party or to such other party's counsel, shall be deemed to have been definitively executed and delivered, and with the same force and effect as if manually signed and delivered, and for all purposes whatsoever. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which, when taken together, shall constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

E. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania ; provided, however, no ambiguity, if any, in this Agreement shall be interpreted against either party because such applicable party drafted any portion of this Agreement.

F. This Agreement may not be modified, altered or amended except by a writing of at least the same formality signed by both parties.

G. The agreements contained in Sections 2, 7, 8, 9B, and 11 shall survive and remain in full force and effect in accordance with their terms following any termination of this Agreement.

H. Any notice given hereunder shall be given by certified mail, return receipt requested or nationally recognized overnight carrier, sent to the address set forth below for each party, or to such other address as each party may designate to the other in writing, and shall be deemed "given" for purposes of this Agreement upon mailing. Notices between the parties shall be in writing addressed as follows:

If to Owner:

Fox Chapel Area School District
611 Field Club Road
Pittsburgh Pennsylvania 15238
Attn: Michael O'Brien, Athletic Director

If to the Association:

United States Golf Association
3 Carolina Vista
Pinehurst, North Carolina 28374
Attn: Timothy Lloyd
Senior Director
U. S. Open

Copy to:

Chief Legal Officer
United States Golf Association
77 Liberty Corner Road
Liberty Corner, New Jersey 07938

I. Except as otherwise expressly provided in this Agreement, all the terms, covenants, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

J. Notwithstanding anything to the contrary contained herein, in no event shall Owner be liable for any indirect, incidental, consequential, special, reliance or punitive damages, including without limitation damages for lost profits, advantage, savings or revenues of any kind, whether or not Owner has been advised of the possibility of such damages. Anything herein to the contrary notwithstanding, the liability of Owner and the partners and members of Owner shall be limited to their respective interests in the Property.

K. Neither party will be liable for any failure or delay in the substantial performance of its obligations under this Agreement due to any cause beyond a party's reasonable control, including, but not limited to, acts of God, earthquake, fire, flood, hurricane, tornado, blizzard, landslide, riot, acts of war, terrorism, sabotage, labor shortage or dispute, epidemic or pandemic, explosion, utility outage, acts, restrictions or orders by a governmental authority, or failure of telecommunications systems, and where such cause did not result from the actions or omissions of such party ("Force Majeure Event"), provided that the party affected by the Force Majeure Event gives prompt notice

and uses commercially reasonable efforts to promptly correct any such failure or delay to the extent capable of being cured. If the failure or delay cannot be cured, then either party may terminate the Agreement without further liability or obligations to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the day, month and year set forth above.

UNITED STATES GOLF ASSOCIATION

By: _____
Name: Timothy Lloyd
Title: Senior Director
U. S. Open

ACKNOWLEDGED and AGREED:

FOX CHAPEL AREA SCHOOL DISTRICT

By: _____
Name: Marybeth Dadd
Title: President, Board of School Directors

EXHIBIT A

- **Property Location:** O'Hara Elementary School, 115 Cabin Lane, Pittsburgh, Pennsylvania 15238

The Association shall have access to two hundred ten (210) paved parking spaces on the Property for use as spectator parking for the Championship. The Association acknowledges and agrees that during the Term, access to the Property for employee parking will be open and Owner's employees, students, and invitees will have access to the parking lot during the Term.

- **Property Location:** Fox Chapel Area High School, 611 Field Club Road, Pittsburgh Pennsylvania 15238

The Association shall have access to five hundred four (504) paved parking spaces on the Property for use as spectator parking for the Championship. The Association acknowledges and agrees that during the Term, access to the Property for employee parking will be open and Owner's employees, students, and invitees will have access to the parking lot during the Term.

EXHIBIT B

W-9 Form
[To Be Attached]

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Inter-State Studio – School Portrait Agreement – Elementaries and Middle School



School Portrait Agreement

School Name: **Fox Chapel Area Elementaries and Middle School**

Agreement Term: 2024/25 & Extension 2025/26/27 School Years

As the local owner and operator of an Inter-State Studio Franchise, we bring Inter-State Studio's 90 years of proven quality to your school while maintaining local control of our business. Our focus is simple:

- Execute an efficient, successful Picture Day.
- Deliver quality products and services to your school accurately, in a timely fashion.
- Provide families with a product they value.
- Support your school locally - you know who to call to get a quick answer.

In addition, to assist with equity within the schools we service, EVERY STUDENT photographed receives the following items FREE, regardless of whether they make a purchase.

- FREE Operation Child ID
- FREE Digital Download of Operation Child ID
- FREE Image Storage with FREE Online Account Creation

We look forward to creating an incredible partnership with you this coming school year.

Photography Programs are offered at no cost to the school.

o **Underclass Individual Portraits**

- o Portraits will be scheduled on a mutually agreeable date.
 - All photography will be completed on one day or scheduled over multiple days.
 - All picture retakes are offered on absentee day, at no cost for families. Our portraits are all guaranteed with 100% satisfaction.
- o All underclass students, faculty and staff members will be photographed for administrative purposes, no purchase necessary.
- o 50 complimentary package vouchers will be provided for families in need. (10 per building). Your representative will work directly with each building to assist in the ordering process.
- o Administrative images will be available 7-10 days after each portrait day.
- o Electronic yearbook images will be shared 7-10 days following the completion of fall portrait days.
- o \$6000 will be provided back to the school district or \$1000 to each elementary/elementary PTO and \$2000 to the middle school or middle school PTO following the completion of fall photos, approximately 12/1 of each partnering year.
- o *Over 40 background styles for parents to choose from and **free** with all packages offered by Inter-State!*
- o Class composites are available in your elementary buildings. With multiple designs to choose from this will create a lasting memory for your students.

o **Yearbook Publishing**

- o Yearbooks are available at all schools should the building want to utilize Inter-State Studios as their publisher. Please work with your representative to choose the program that best fits your needs.

The following services will be provided annually, at no charge.

- All underclass pictures for use in your SIS system and access to the Inter-State *InfoSpot* software, our online ID card designer and printing solution. There is no installation as this is a web-based tool that works on any platform.
- **Operation Child ID** – our community service/Child Safety project that provides two photo ID cards along with a free digital download of the card for each student photographed regardless of purchase.
- Bar-coded staff and student ID cards updated yearly.
- Student images for your yearbook publication.
- Record photos (sticky pictures) if applicable.
- Multiple ordering options for your families for the picture day programs.
 - Online for convenience and security.
 - Image Direct provides parent immediate gratification by making their child's image available to view and purchase in as little as 48 hours after picture day.
 - Picture Day purchase via cash or check via the payment envelope provided.
 - Makeup/Retake Day for students absent or newly enrolled along with retakes as needed.
- For your parents, free image storage whether they place an order or not. Parents are provided an opportunity to create a free account to save their child's image indefinitely.
- **Customized Background Options** – Background choice is offered at No Additional Fee and is included in all Inter-State packages. Our School Pride program offers schools custom background options with mascots, logos, or school images as well.

Betsey Kukla

Betsey Kukla,
Owner of an independently owned & operated.
Inter-State Studio Franchise

Marybeth Dadd, School Board President

June 10, 2024

Date

THE SERVICES AND PRODUCTS TO BE PROVIDED ARE SUBJECT TO THE APPROVAL OF INTER-STATE STUDIO & PUBLISHING CO. IT IS AGREED THAT THE SCHOOL OR ORGANIZATION WILL REMIT DIRECTLY TO: KBC Photo LLC, an independently owned & operated Franchise of Inter-State Studio Franchise, LLC | 108 Dubbs Lane| Butler, PA | 16001.

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Inter-State Studio – School Portrait Agreement – Fox Chapel Area High School



School Portrait Agreement

School Name: **Fox Chapel Area High School**

Agreement Term: 2024/25 & Extension 2025/26/27 School Years

As the local owner and operator of an Inter-State Studio Franchise, we bring Inter-State Studio's 90 years of proven quality to your school while maintaining local control of our business. Our focus is simple:

- Execute an efficient, successful Picture Day.
- Deliver quality products and services to your school accurately, in a timely fashion.
- Provide families with a product they value.
- Support your school locally - you know who to call to get a quick answer.

In addition, to assist with equity within the schools we service, EVERY STUDENT photographed receives the following items FREE, regardless of whether they make a purchase.

- FREE Operation Child ID
- FREE Digital Download of Operation Child ID
- FREE Image Storage with FREE Online Account Creation

We look forward to creating an incredible partnership with you this coming school year.

Photography Programs are offered at no cost to the school or school district. Each program may be viewed individually in nature, and we agree that some programs may be offered to a different photographer, ie. Sports Teams and Individual photos/yearbook action photography.

o Underclass Individual Portraits

- o Portraits will be scheduled on a mutually agreeable date.
 - All photography will be completed on one day or scheduled over multiple days.
 - All picture retakes are offered on absentee day, at no cost for families. Our portraits are all guaranteed with 100% satisfaction.
- o All underclass students, faculty and staff members will be photographed for administrative purposes, no purchase necessary.
- o 10 complimentary package vouchers will be provided for families in need.
- o Administrative images will be available 7-10 days after each portrait day.
- o Electronic yearbook images will be shared 7-10 days following the completion of fall portrait days.
- o \$2000 will be provided back to the school or yearbook committee following the completion of fall photos, approximately 12/1 of each partnering year.
- o *Over 40 background styles for parents to choose from and **free** with all packages offered by Inter-State!*

o Senior Portraits

- o All seniors will be photographed with no yearbook sitting fee for the yearbook.
- o Portraits will be scheduled at a mutually agreeable time during the school year **and/or summer** to capture the head and shoulder image required by the yearbook.
- o Images will be provided electronically to the Yearbook Advisor.

o Sports Teams and Individual Photos (at the district's discretion)

- o May be scheduled at a time specified by the school.

- Seniors will be honored with full length images for school use.
- Images will be shared with the yearbook advisor and athletic director for social media and marketing opportunities.
- Green screen sports for individuals or traditional images may be offered. Talk to your representative about which program is best for your school.
- **Yearbook Action Photography Coverage**
 - Sports Photography
 - 2 games (home or away) per sport.
 - Special events and championship games, as needed.
 - Clubs and Groups
 - Theatrics
 - Musical Ensembles
 - Dances
 - School Events
 - *Additional activities as coordinated with yearbook and/or athletic director.*

The following services will be provided annually, at no charge.

- All underclass pictures for use in your SIS system and access to the Inter-State *InfoSpot* software, our online ID card designer and printing solution. There is no installation as this is a web-based tool that works on any platform.
- **Operation Child ID** – our community service/Child Safety project that provides two photo ID cards along with a free digital download of the card for each student photographed regardless of purchase.
- Bar-coded staff and student ID cards updated yearly.
- Student images for your yearbook publication.
- Record photos (sticky pictures) if applicable.
- Multiple ordering options for your families for the picture day programs.
 - Online for convenience and security.
 - Image Direct provides parent immediate gratification by making their child's image available to view and purchase in as little as 48 hours after picture day.
 - Picture Day purchase via cash or check via the payment envelope provided.
 - Makeup/Retake Day for students absent or newly enrolled along with retakes as needed.
- Event Coverage in support of the HS Yearbook programs.
- For your parents, free image storage whether they place an order or not. Parents are provided an opportunity to create a free account to save their child's image indefinitely.
- **Customized Background Options** – Background choice is offered at No Additional Fee and is included in all Inter-State packages. Our School Pride program offers schools custom background options with mascots, logos, or school images as well.

Betsey Kukla

Betsey Kukla,
Owner of an independently owned & operated.
Inter-State Studio Franchise

Marybeth Dadd, School Board President

June 10, 2024

Date

THE SERVICES AND PRODUCTS TO BE PROVIDED ARE SUBJECT TO THE APPROVAL OF INTER-STATE STUDIO & PUBLISHING CO. IT IS AGREED THAT THE SCHOOL OR ORGANIZATION WILL REMIT DIRECTLY TO: KBC Photo LLC, an independently owned & operated Franchise of Inter-State Studio Franchise, LLC | 108 Dubbs Lane| Butler, PA | 16001.

Fox Chapel Area School District

Agenda Study Session

June 3, 2024

Enrollment and Fire Drills

Fox Chapel Area School District															
Enrollment															
June 2024															
School	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Fairview Elementary School		18	20	20	25	22	22								375
		18	20	19	24	21	21								
		18	20	20	24	22	21								
Hartwood Elementary School		15	22	20	23	22	21								390
		14	22	19	23	22	22								
		16	23	20	24	21	20								
			21												
Kerr Elementary School	20	18	21	23	19	26	19								455
		18	21	22	19	24	19								
		19	22	24	18	26	19								
		19			18										
Spanish Immersion Class							21								715
O'Hara Elementary School		21	22	25	21	23	25								
		22	22	24	20	22	24								
		22	21	24	21	23	25								
		22	20	25	19	22	25								
		21	22	24	21	21	23								
Dorseyville Middle School			21	22	22			300	331	334					965
Fox Chapel Area High School											329	326	340	272	1,267
TOTAL	20	281	319	330	341	317	327	300	331	334	329	326	340	272	4,167

As of May 2024

*Auditorium Evacuation *

Fire Drills			
Fairview Elementary School		05/13/24	5 Minutes
Hartwood Elementary School		05/29/24	00 Seconds
Kerr Elementary School		05/16/24	3 Minutes
* O'Hara Elementary School		05/02/24	3 Minutes
Dorseyville Middle School		05/21/24	10 Minutes
Fox Chapel Area High School		05/02/24	4 Minutes
			2 Minutes
			30 Seconds