

AGREEMENT FOR SCHOOL-BASED PEER SUPPORT GROUP FOR GRIEVING CHILDREN AND ADOLESCENTS

This Agreement for School-Based Peer Support Group for Grieving Children and Adolescents is entered into by and between Caring Foundation (“Foundation”) and Wattsburg Area School District (“School”) as of the last date of signing by a party (“Effective Date”) and will terminate twenty-four (24) months from the Effective Date, unless otherwise extended or terminated earlier in accordance with the terms of this Agreement.

BACKGROUND

- A. The Foundation is a nonprofit corporation that makes available, at no cost to the community, certain grief support services for grieving children, teens and their families through the program known as “Highmark Caring Place, A Center for Grieving Children, Adolescents and Their Families” (the “Program”).
- B. There are currently four (4) Highmark Caring Place locations in Pennsylvania (“Highmark Caring Places”).
- C. Foundation and School wish to provide the Program for children and teens at a school location during or after the school day, as is more fully described below.
- D. Foundation has agreed to assist School in providing the Program in accordance with the terms and conditions set forth in this Agreement and any subsequent amendments.

WHEREAS, Foundation and School wish to provide the Program, including certain support services, pursuant to this Agreement and in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants set forth herein, Foundation and School, each intending to be legally bound, agree as follows:

1. Purpose and Scope

The Program is designed to provide a safe environment for children and teens enrolled as students of the School (collectively, “Students”) to be with peers who are also grieving, and allow them to express their feelings related to the death and to share memories of the person who died. Through this process it is hoped that the Students will learn they are not alone; become familiar with peers who understand what they are going through so they can go to them for support, if needed; and learn healthy coping mechanisms. School(s) will be trained in the Caring Place model of peer group support; however, neither the Foundation nor the Caring Place will be responsible for any future performance or use of the model or any changes to the model when applied in future groups.

2. Program Requirements

2.1 School agrees to support and provide the facilities, services and School staff necessary to make the Program successful. School will provide to Foundation all policies with which

Foundation must comply with regard to the Program and while on School property. The School policies are attached hereto as Exhibit A (“School Policies”).

2.2 Foundation agrees to support and provide the Services and Caring Place staff necessary to make the Program successful. Foundation will provide to School all Program guidelines and requirements with which the School must comply with regard to the Program. The Program guidelines and requirements are attached hereto as Exhibit B (“Caring Place Guidelines for School-Based Peer Support Groups”).

3. School Services

School hereby agrees that it will provide the services, including facilities and personnel, described in Exhibit C (“Statement of Work - Services”), attached hereto and made part hereof (collectively, “Services”). Exhibit C may be amended from time to time, as agreed to by the parties. School agrees that it will provide such Services solely in the manner approved by Foundation. School shall provide, prior to the effective date of this Agreement, documentation to Foundation, which shall be satisfactory to Foundation in its discretion, of School’s authorization to perform the Services. Without limiting the foregoing, any required documentation is listed in Exhibit B.

4. Key Personnel

4.1 School and its employees shall perform the Services hereunder or, if permitted by Foundation in writing, shall use other qualified individuals to perform all or part of School’s obligations. To the extent that School engages other individuals to perform any or all of its obligations, all such individuals, including but not limited to, employees, subcontractors or agents (“Key Personnel”) shall be properly qualified and appropriate to deliver the Services. Upon request, School shall provide to Foundation any documentation with respect to any such Key Personnel prior to such Key Personnel performing any Services.

4.2 The Foundation requires that there be at least one Co-Facilitator who will be considered the primary Key Personnel required for the Program. The School may choose to have additional Co-Facilitators and substitute School Co-Facilitator who will work with Caring Place staff. The responsibilities of the School Co-Facilitator(s) are set forth in Exhibit B.

4.3 All Key Personnel shall be reasonably acceptable to Foundation. If Foundation, in its good faith judgment, is dissatisfied with the performance of any Key Personnel, School shall substitute another qualified individual to take the place of such Key Personnel, which qualified individual shall then become a Key Personnel for all purposes hereunder.

4.4 School shall require the School staff Co- Facilitator(s) to meet with Caring Place staff to discuss the school-based model prior to facilitation of the group.

4.5 Subject to the foregoing, Key Personnel shall at all times remain under the full, sole and final authority of School with respect to their hiring, compensation, evaluation, scheduling, supervision, discipline, reassignment and discharge. In addition, all Key Personnel shall be under the sole control and direction of School and School shall be solely responsible for all liabilities and expenses associated therewith.

5. Caring Place Staff

Foundation shall furnish School with the following documentation for all Caring Place staff who participate in the Program at the School:

- a) Current copies of Child Abuse Clearances and Criminal History Background checks required of volunteers having contact with children in accordance with Section 6344.2 of the Child Protective Services Law, 23 Pa.C.S. Section 6344.2; and
- b) Current copy of tuberculosis test results in accordance with Section 1418 of the Public School Code, 24 Pa.C.S. Section 14-1418(b).

6. Fees and Expenses

Neither party shall pay or be paid for use of the facilities, Services or supplies provided by a party. Notwithstanding the foregoing and to the extent reasonable, Foundation will provide necessary materials and snacks for the Program.

7. Independent School Status

7.1 School acknowledges and agrees that it is not an employee, partner or joint venturer of Foundation and that the Foundation is providing services on a volunteer basis. Neither School nor Foundation shall represent, either directly or indirectly, that School is an employee, agent or legal representative of Foundation, and School shall have no power or authority to bind Foundation, or to act for or on behalf of Foundation. The Services shall be provided under the sole control and direction of School. School shall be responsible for all economic and noneconomic risks incurred in the operation of School's business.

7.2 School agrees that neither it nor its Key Personnel are entitled to unemployment benefits from Foundation in the event this Agreement terminates, or workers' compensation benefits from Foundation in the event that School (or any Key Personnel) is injured in any manner as a result of providing, or in connection with providing, the Services. School is solely responsible for estimating, withholding, paying and reporting any and all employment-related local, state or federal taxes for School and the Key Personnel, as applicable. Foundation shall not withhold any taxes or prepare W-2 forms for or on behalf of School or its Key Personnel, if any.

8. No Employee Benefits

School acknowledges and agrees that neither it nor anyone acting on its behalf will receive any employee benefits of any kind from Foundation, whether or not such benefits are subject to ERISA. In addition, School, on behalf of itself and its Key Personnel, if and to the full extent permitted by law, waives any and all rights, if any, to any employee benefits offered by Foundation to any of its employees.

9. Insurance

9.1 School shall obtain, at its own expense, all necessary insurance coverage, with appropriate endorsements, including, without limitation, the following:

- a) Commercial General Liability Insurance, including, without limitation, contractual liability and personal injury liability, with a combined bodily injury and property damage limit of not less than \$1,000,000 for each occurrence. If any Key Personnel are not covered under the Professional or Errors and Omissions Liability Insurance

(described below), the Commercial General Liability Insurance must include liability related to the Services performed by such Key Personnel.

- b) Workers' Compensation Insurance, if applicable, as required by law.
- c) With respect to the Key Personnel, unless otherwise covered under the Commercial General Liability Insurance (described above), Professional or Errors and Omissions Liability Insurance, with liability limits of not less than \$1,000,000 per claim, or such higher amount if required by law; or, in the alternative, evidence, which shall be satisfactory to Foundation in its discretion, that School's agents, consultants or independent contractors maintain in effect such insurance coverage.
- d) Any other insurance reasonably required by Foundation.

In the alternative, School may provide written documentation, acceptable to Foundation, describing a structured self-insurance program, which must be approved by Foundation prior to the commencement of the Services hereunder.

9.2 School shall name Foundation, and its affiliates, subsidiaries, directors, officers, employees and agents, as additional insureds to the Commercial General Liability Insurance policy and Professional or Errors and Omissions Liability Insurance policy. Upon request, School shall provide Foundation with proof of compliance, which shall be satisfactory to Foundation in its discretion, with the insurance coverage requirements prior to the effective date of this Agreement, and from time to time thereafter upon Foundation's request therefor. School shall provide Foundation with at least thirty (30) days' prior written notice of any cancellation, nonrenewal, or significant change in coverage or policy. If any such policy is on a "claims made" basis, upon termination of this Agreement, School shall either purchase adequate "tail" coverage to cover all of its activities under this Agreement, or maintain such coverage for a period of not less than three (3) years after the termination of this Agreement. By specifying minimum coverage requirements herein, Foundation does not waive its right to recover amounts in excess of such amounts in the event of a claim resulting from or arising out of School's Services provided under this Agreement.

10. Confidentiality

10.1 School hereby acknowledges that during the performance of the Services hereunder, School may obtain information which is highly confidential or proprietary, concerns the business or affairs of Foundation or its affiliates, and is not generally available to the public, including, without limitation, employee, customer, subscriber or provider data; medical information; trade secrets; ; business plans; methods and procedures of operation; the Program Materials (as defined in Exhibit B); and similar proprietary information. School shall: (i) treat, and obligate its Key Personnel to treat, as confidential all such information, whether or not identified as confidential; (ii) use such information only in connection with the Services to be provided under this Agreement and for no other purpose; and (iii) not disclose or distribute any such information or make available any reports, recommendations, or work product which is produced for Foundation to any person or entity, or use it in any manner whatsoever.

10.2 School's duties and Foundation's rights under this Section shall survive the expiration or termination of this Agreement for any reason whatsoever. School agrees that every document or other material provided by Foundation or produced for Foundation in connection with the Services hereunder, including, without limitation, all copies thereof and all documents, and program materials used by any Key Personnel who no longer deliver Services hereunder, will remain the exclusive property of Foundation and will be provided to Foundation promptly at the conclusion of the Services or expiration or termination of this Agreement for any reason whatsoever, or disposed of in a manner required by Foundation upon written direction from a duly authorized Foundation representative. This provision applies to any material, regardless of media, and applies to working or draft materials, in addition to final products.

10.3 Notwithstanding the foregoing, School may keep and continue to use the Activity Manual and Resource Manual (collectively, "Manuals") provided by Foundation. However, Foundation will not provide any revisions or updates for the Manuals and will not be responsible for any use by School of the Manuals. After expiration or termination of this Agreement, School will not use the Foundation or Caring Place name or assert or advertise that it is using the Caring Place model of peer group support. Notwithstanding the foregoing, School may continue to use the Caring Place model or apply it in developing the School's own model.

10.4 The parties hereto hereby acknowledge and confirm that the breach of any of the provisions of this Section will result in irreparable harm to Foundation which may not be adequately remedied by money damages. In addition to any other rights or remedies that may be available at law or otherwise, the provisions of this Section may be enforced by temporary or permanent injunctive relief, without any showing of irreparable harm or posting of any bond.

11. Compliance with Laws

The parties intend that all activities under this Agreement be in compliance with all applicable laws and regulations. If any new law or regulation, or any interpretation of any existing law or regulation by any governmental authority, renders any activity hereunder illegal, unenforceable or noncompliant, then, notwithstanding any provision in this Agreement requiring mutual consent for amendments, Foundation may amend this Agreement to achieve compliance with such new law in accordance with this Section. Foundation shall notify School in writing at least thirty (30) days before the effective date of any such amendment. If Foundation does not receive a written objection to the proposed amendment before the effective date stated in the notice, School shall be deemed to have accepted the amendment.

12. Nondiscrimination

School, in providing the Services, shall not discriminate against any employee or applicant for employment on the basis of the individual's race, gender, religion, ethnicity, national origin, color, age, disability, military status, or other protected status.

13. Conflicts of Interest

School acknowledges that it has the responsibility of avoiding potential conflicts of interest and situations which may afford the appearance of impropriety. School represents that there is no conflict between its obligations under this Agreement and the terms of any other contract, agreement or relationship to which it is subject. School agrees not to enter into a conflicting

contract, agreement or relationship during the term of this Agreement and to bring to the attention of Foundation at the earliest possible time any possible conflict of interest.

14. Publicity and Use of Name

14.1 Foundation shall have the right to publicize, in its marketing communications and educational materials (collectively, "Marketing Materials"), the Services to be provided to Students hereunder, including, without limitation, the use of School's name and logo, if any. Foundation agrees to provide to School, for School's review prior to use, any Foundation Marketing Materials. If School objects to Foundation's Marketing Materials for any reason, School shall notify Foundation within five (5) business days of School's receipt of same. Notwithstanding the foregoing, Foundation shall not use in any manner any name, service mark or logo owned or used by School, or any affiliate or successor of School, without the prior written consent of School, or such affiliate or successor.

14.2 School shall have the right to publicize in its Marketing Materials the Services it will be providing to Students and Foundation's involvement. School agrees to provide to Foundation, for Foundation's review prior to use, any School Marketing Materials including, but not limited to, any and all communications to parents, guardians, teachers, or other school staff. If Foundation objects to School's Marketing Materials for any reason, Foundation shall notify School within five (5) business days of Foundation's receipt of same. Notwithstanding the foregoing, School shall not use in any manner any name, service mark or logo owned or used by Foundation, or any affiliate or successor of Foundation, without the prior written consent of Foundation, or such affiliate or successor.

15. Indemnification

15.1 School shall indemnify, defend and hold harmless Foundation, and its officers, directors, employees, agents, affiliates, successors and assigns, against any loss, judgment, damage, liability, claim, penalty, amount paid in settlement, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by Foundation or any of the foregoing that results from or arises in any manner out of this Agreement and the obligations of School hereunder. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.

15.2 Foundation shall indemnify, defend and hold harmless School, and its officers, directors, employees, agents, affiliates, successors and assigns, against any loss, judgment, damage, liability, claim, penalty, amount paid in settlement, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by School or any of the foregoing that results from or arises in any manner out of this Agreement and the obligations of Foundation hereunder. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.

16. Records Retention

School shall maintain accurate records pertaining to the provision of the Services and in support of its charges to Foundation therefor. Foundation shall have the right to review such records for the purpose of continuing care after reasonable notice and during regular business hours. School shall preserve such records for twelve (12) months after termination or expiration of this Agreement or for such longer period as may be required by law.

17. Term and Termination

17.1 This Agreement shall remain in effect for twenty-four (24) months from the Effective Date unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement.

17.2 Except as provided below, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

17.3 Foundation may terminate this Agreement immediately if Foundation makes a reasonable determination that School has breached this Agreement, and that School has not cured such breach to Foundation's satisfaction within thirty (30) days of specific notice detailing the breach.

17.4 Upon termination of this Agreement for any reason whatsoever, School shall discontinue all delivery of the Programs and shall return or dispose of all confidential or proprietary information.

18. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, including any claim by an employee, subcontractor or agent of School, but not including a claim by Foundation to enforce the Confidentiality and Publicity and Use of Name Sections, Foundation and School agree to meet and negotiate in good faith to resolve any such dispute. In connection therewith, each party will provide to the other all reasonably requested information as is relevant to resolution of the dispute.

19. Assignability

This Agreement and all rights and obligations of the parties hereunder shall be binding on all successors and assigns of the parties hereto; provided, however, that School shall not assign or transfer its rights or obligations hereunder without the prior written consent of Foundation. Any attempted assignment by School shall be null and void.

20. Legality

It is the intention of the parties hereto that the provisions of this Agreement be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any such provision or provisions not render unenforceable, or impair, the remaining provisions hereof. If any provision or provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions, and to alter the bounds thereof, in order to render such provision or provisions valid and enforceable. Each and every provision set forth herein is hereby declared to be severable.

21. Waiver of Agreement

No failure by either party to exercise any power or right granted under this Agreement, or to insist upon strict compliance by the other party with the terms hereof, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand full and exact compliance by the other party with the terms hereof.

22. Forced Work Stoppage/Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or of the public enemy, fires, floods, storms, earthquakes, pandemics, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not, with reasonable diligence, be controlled or prevented by the party (“Force Majeure Event”). If a party relies on any of the foregoing as a reason or failure, default or delay in performance, it shall give to the other party prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any action commenced hereunder shall be brought in the courts of the Western District of Pennsylvania or the state courts of Allegheny County, Pennsylvania, as appropriate.

24. Notices

Any notice or communication to be given under this Agreement shall be made in writing and shall be deemed given when personally delivered; when sent by facsimile or electronic mail transmission; or when received by the addressee, if sent by U.S. Postal Service, first class mail, or certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to Foundation:

Caring Foundation
620 Stanwix Street
Pittsburgh, PA 15222
Attention: Terese Vorsheck

If to School:

Wattsburg Area School District
10780 Wattsburg Road
Erie, PA 16509
Attention: Kelsey Cross

Each party may adopt a new address by written notice of the change to the other party as set forth above.

25. Entire Agreement

This Agreement contains the entire understanding of the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or negotiations, either written or oral, between the parties. The terms and conditions of this Agreement may not be amended, modified or deleted except by a writing signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the last date of signing.

Caring Foundation

Wattsburg Area School District (School)

By: _____

By: _____

Name: _____

Name: Kenneth A. Berlin

Title: _____

Title: Superintendent

Date: _____









Date: _____

attachment 3

EXHIBIT A

SCHOOL POLICIES

[School should provide and attach any policies that Foundation and Caring Place staff must comply with while on school property.]

-  Policy 247 AntiHazing.pdf
-  Policy 113-4 Confidentiality of Sp
-  Policy 103-1 Nondiscrimination S
-  Policy 103 - Discriminatio Title IX
-  Policy 916 Volunteers.pdf
-  Policy 323 Tobacco and Vaping Product
-  Policy 320-1 Acceptable Use of S
-  Policy 249 Bullying-Cyberbullyi

attachment 3

EXHIBIT B

CARING PLACE GUIDELINES FOR SCHOOL-BASED PEER SUPPORT GROUPS

1. Purpose and Scope of the Program

The purpose of the Caring Foundation's ("Foundation") School-Based Peer Support Groups for Grieving Children and Adolescents program stems from the Foundation's program known as the "Highmark Caring Place, A Center for Grieving Children, Adolescents and Their Families." Both programs are designed to address non-complicated grief of children and teens in elementary, middle and high school. However, not all children and teens are able to get to the Caring Place locations for support and thus the School-Based Peer Support Groups Program ("Program") was established to reach these children and teens in their schools. The Program is designed to serve children and teens:

- who have had a family member or friend die at any point of time in their lives;
- who have been identified by a designated staff person at their school as appropriate for the group;
- who are not suffering from symptoms of trauma related to the death;
- who can function appropriately in a peer support group; and
- who have been given permission by their parent or guardian to participate in the group.

The Program is not designed to provide the children and teens counseling or therapy.

2. Goals of the Program

The goals of the Program are to provide a safe environment for grieving children to express their grief and reach children who cannot access the services available at the Highmark Caring Place facilities. In addition, the Foundation hopes to help grieving children identify others in their school to whom they can turn if and when needed; help schools become more "grief friendly"; and provide a format that balances the need for children and teens to process their grief, with the fact that they will need to return to their school activities after group meetings. In addition, Foundation hopes that after completing the Session School will be able to continue the Program on its own.

3. Students

Caring Place staff will work with School to select appropriate students for the Program. Following are some criteria for student selection:

- Student has experienced the death of a family member or friend;
- Student can manage him/herself in a group setting (has not exhibited recent behavioral concerns within the classroom);
- Student has parental or guardian permission;

- Student expresses an interest in attending peer group meetings;
- Student is believed to have coping skills necessary to return to classroom after peer group meetings.

Following are some criteria that may make a student inappropriate for selection:

- History of potentially inappropriate emotional or behavioral outbursts;
- Student who has had a loss that involves a trauma component;
- The loss has been too recent;
- Recent history of aggression;
- Known significant/serious mental health diagnosis that is not being managed;
- Student does not have parental or guardian permission.

An explanatory letter and application will be sent by school staff to the parent/guardian of each potential group participant. A student will be able to participate in the Program even if an application/assessment has not been completed. However, in order to participate in the Program, all students must have a permission slip signed by their parent or guardian. School is responsible for obtaining the signed permission slip.

4. Peer Group Meetings

A School-based peer group session will consist of six (6) to eight (8) peer group meetings that will coincide with the length of a class period and not to exceed seventy-five (75) minutes. One or two additional meetings will be scheduled as make-up dates in the event a peer group meeting must be cancelled. Foundation will provide materials to assist with the Program, including an Activity Manual and a Resource Manual.

A School peer group must have a minimum of five (5) students to begin and must maintain an average of five (5) students to continue as a peer group. The maximum number permitted for a peer group will be determined on a case by case basis taking into consideration the following factors:

- Age of Students
- Activity level of Students
- Amount of staff support
- Level of need of Students.

The ideal age range for Students in a peer group should not exceed a two (2) year age gap for elementary and middle school, and a three (3) year age gap for high school.

A peer group session will be cancelled if an average of three (3) students per peer group is not maintained; or if either party fails to meet its obligations and the problem cannot be resolved. Reasons for cancelling peer group meetings include weather related concerns; no School facilitator without an identified substitute; no Caring Place staff without an identified substitute; School knows ahead of time that there will be no Students in attendance; School is cancelled or it is a scheduled off day.

Caring Place staff will provide a general curriculum to guide the peer group meetings.

5. Removing a Student from the Peer Group

A Student may be removed from a peer group if:

- Student's behavior consistently disrupts his/her own ability or another Student's ability to benefit from the peer group.
- Student misses more than two (2) peer group meetings.
- Student displays difficulty transitioning from the peer group meeting back to the classroom.
- It becomes apparent that the Student's issues are greater than what can be managed in a peer group meeting.
- Additional support is not available or not a viable solution

If any of the above criteria are met, the Caring Place staff and School Facilitator will meet to discuss the Student. Agreement between both parties is ideal; however, in the case where agreement cannot be reached, Caring Place staff has the right to make the final decision regarding a Student's peer group participation.

Once a decision to remove a student from a peer group session is made, Caring Place staff and School Facilitator will discuss the best way to address the situation with the School Facilitator making the final determination on how it will be handled. At a minimum, for students under age fourteen (14), a parent or guardian must be told verbally of the decision before the student is informed, and all students must be told in person.

EXHIBIT C

STATEMENT OF WORK SERVICES

This Exhibit C is a Statement of Work entered into pursuant to the terms of the Agreement for School-Based Peer Support Group for Grieving Children and Adolescents (“Agreement”) by and between the Caring Foundation (“Foundation”) and [INSERT SCHOOL DISTRICT NAME _____] (“School”) and sets forth the services to be provided and the obligations and responsibilities of the parties.

1. Term of Program

The School-Based Peer Support Group for Grieving Children and Adolescents Program (“Program”) will begin on the Effective Date of the Agreement and end one year later, with the parties to mutually agree in writing upon the specific dates of the Program. School has agreed to work with Foundation in providing the services set forth in this Statement of Work and the Agreement (“Services”). The Program will extend for six (6) to eight (8) weeks with two (2) make-up dates if necessary.

2. Purpose and Scope

The purpose of the Program is to provide a safe environment within a school setting for grieving children and teens in elementary, middle and high school to receive grief support. The Program is not designed to provide the children and teens counseling or therapy.

3. Description of Services

A. School Responsibilities

School shall provide facilities, services and personnel to support the Program. The Program will take place during school hours. The children or teens (collectively “Students”) will attend the Program rather than their regularly scheduled class or activity. Every attempt will be made for the group meeting schedule to be coordinated in such a manner as to minimize the impact on Students’ classes and activity schedules.

1) Facilities

School shall provide a consistent, confidential meeting space (no windows or with blinds) with a lockable closet or cupboard where supplies and projects may be stored between meetings and an area for working on projects (tables or desks). The meeting space should be large enough to accommodate up to ten (10) Students, plus a two adult Co-Facilitators. Ideally, but not necessarily, the space will include internet access.

2) Key Personnel

Foundation recommends that the school provide two (2) people, a Co-Facilitator and a backup Co-Facilitator, to be available for the peer group session. Only one (1) School Co-Facilitator must be available to participate in all peer group meetings. If the School provides a back-up Co-

Facilitator he or she will be available when the Facilitator is not available; however, ideally the Co-Facilitator, if any, will participate in at least the first session to meet the Students. Facilitators should have a desire to participate in the Program and have flexible schedules in order to accommodate the changing peer group meeting times. Guidance counselors, administrators or other appropriate school staff may be among those who will be available for the co-facilitator positions.

School and Co-Facilitators are responsible for providing following Services in a professional and timely manner:

- Be present at all peer group meetings. In case of illness or emergency of the co-facilitator, School will ensure that the previously identified back-up co-facilitator will attend the peer group meeting. If School Co-Facilitator or back-up Co-Facilitator are both unavailable, the group will be cancelled.
- Actively participate in coordinating and preparing for each peer group meeting.
- Actively participate during each peer group meeting.
- Participate with Caring Place staff in peer group review and planning in between peer group meetings.
- Collaborate with Caring Place staff on all aspects of the peer group.
- Complete all necessary paperwork.
- Adhere to all School and Co-Facilitator contractual obligations and Program Guidelines.
- Coordinates and ensures availability of space within school building for peer group meetings.
- Provide appropriate level of communication with all School personnel as needed during and at completion of peer group session.
- Provide appropriate follow up with students as needed during and at completion of peer group session.
- Participate in debriefing with Caring Place staff during and at completion of peer group session.

3) School's General Responsibilities

School and its School Co-Facilitator are responsible for providing the following Services in a professional and timely manner:

- Obtain appropriate approval(s) from School Executives including, where applicable, District Superintendent, School Principal, and/or School Board.
- Identify and provide a willing Facilitator and Co-Facilitator.
- Provide a backup Co-Facilitator in the absence of the primary Co-Facilitator.
- Schedule peer group meetings at varying times once a week for a six (6) to eight (8) week period, so as to be the least disruptive to Students' class schedules and in cooperation with Caring Place Lead Facilitator.
- Provide to Foundation for review all written materials and communications prior to use.
- Provide an agreed upon process for following up with participating Students.
- Provide the required minimum number of peer group Students
- Coordinate all communications with parents or guardians, including talking with them about the peer group, obtaining a signed permission form, and attempting to obtain a completed application.

- Provide appropriate, private space for peer group meetings (same space each week when/if possible).
- Provide necessary guidance to Caring Place Lead Facilitator with regard to School policies and procedures.
- Provide necessary communication to and coordination with, all other School staff regarding Student's participation in peer group meetings.
- Provide timely communication in the event peer group meetings must be cancelled or disrupted.
- Provide evidence of a school crisis plan/process that can be executed if needed.

B. Foundation Responsibilities

Foundation and its Caring Place staff are responsible for the following:

- Provide manuals to School Co-Facilitators and other resources deemed necessary to assist with facilitation of peer group meeting.
- Be present at all peer group meetings. In case of illness or emergency of the Lead Facilitator, Foundation will ensure that the previously identified back-up Lead Facilitator will attend the peer group meeting. If the back-up Lead Facilitator is unavailable the group will be cancelled.
- Coordinate preparation for each peer group meeting with School Co-Facilitator.
- Actively participate during each peer group meeting.
- To a reasonable extent, provide necessary materials for meeting projects.
- Participate with School Co-Facilitator in peer group review and planning in between peer group meetings
- Collaborate with School Co-Facilitator on all aspects of the peer group.
- Complete all necessary paperwork.
- Adhere to all Foundation and Caring Place staff contractual obligations and Program Guidelines.
- Follow the model developed by Foundation for school-based, peer group support.
- Provide all materials needed for peer group activities and projects.
- To a reasonable extent, provide food and beverages for the peer group, if applicable, and not against school policy.
- Be available for consultation with School Co-Facilitator regarding peer group Students.
- Provide appropriate follow up with Students as needed during and at completion of peer group session.
- Participate in debriefing with School Co-Facilitator during and at completion of peer group session.
- Complete a Program evaluation.
- After the end of the initial peer support group program, provide weekly telephone consultation during the first subsequent peer support group facilitated solely by school staff.

4. Timelines

The parties anticipate completing the Program within the six (6) to eight (8) week session. If either party anticipates encountering delays in completing the Program in a timely manner the party shall notify the other party promptly in order for the parties to determine how to proceed.

5. Staffing

School, School Co-Facilitators, and Caring Place Lead Facilitators agree to work together in a professional and cooperative manner for the benefit of the Students and the Program. Furthermore, the parties agree to comply with the School Policies and Caring Place Guidelines for School-Based Peer Support Groups attached to the Agreement.

attachment 3

AGREEMENT FOR VIRTUAL LEARNING SCHOOL-BASED PEER SUPPORT GROUPS FOR GRIEVING STUDENTS

This Agreement for Virtual Learning School-Based Peer Support Groups for Grieving Students (the “**Agreement**”) is entered into by and between Caring Foundation (“**Foundation**”) and Wattsburg Area School District (“**School**”) as of the last date of signing by a party (“**Effective Date**”) and will terminate twenty-four (24) months from the Effective Date, unless otherwise extended or terminated earlier in accordance with the terms of this Agreement.

BACKGROUND

- A. The Foundation is a nonprofit corporation that makes available, at no cost to the community, certain grief support services for grieving children, teens, young adults and their families through various programs that take place at: (i) the Foundation’s four (4) “Highmark Caring Place” locations in Pennsylvania (“**Highmark Caring Places**”), (ii) school locations during or after the school day; or (iii) through School’s virtual learning environment (the “**Program**”).
- B. Foundation has agreed to assist School in providing the Program to its virtual learning students through the School’s virtual learning program in accordance with the terms and conditions set forth in this Agreement and any subsequent amendments.

WHEREAS, Foundation and School wish to provide the Program, including certain support services, pursuant to this Agreement and in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties agree that School’s receipt of Foundation’s Program and School’s provision of facilities, technology infrastructure including virtual learning environment and personnel, for purposes of this Agreement, shall be considered adequate consideration.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants set forth herein, Foundation and School, each intending to be legally bound, agree as follows:

1. Purpose and Scope

The Program is designed to, through the use of the School’s virtual learning program and environment, provide the School’s students (collectively, “**Students**”) with a way to connect with peers who are also grieving, and allow them to express their feelings related to the death and to share memories of the person who died. Through this process it is hoped that the Students will learn they are not alone; become familiar with peers who understand what they are going through so they can reach out to them for support, if needed; and learn healthy coping mechanisms. The School will be trained in the Caring Place model of peer group support; however, neither the Foundation nor the Caring Place will be responsible for any future performance or use of the model or any changes to the model when applied in future groups.

2. Program Requirements and Party Obligations

2.1 School agrees to support and provide the facilities, infrastructure, hardware, software, services and School staff necessary to make the Program successful. School will provide to

Foundation all policies with which Foundation must comply with regard to the Program. The School policies are attached hereto as Exhibit A (“**School Policies**”).

2.2 The School will be responsible for all set up, configuration and ongoing maintenance of its infrastructure as needed for the School to host, provide and maintain the Program through its virtual learning program and virtual environment during the term of this Agreement. School represents and warrants to Foundation that its virtual learning environment will meet or exceed industry standards.

2.3 Furthermore, the School agrees that it is responsible for acquiring and maintaining, at no charge to the Foundation, the hardware and software required to host the Program for its Students. The hardware and software on which the Program will be hosted will be maintained in good operating order, consistent with generally accepted industry practice and procedures. The School is responsible for all telecommunication connections from the server hosting its virtual learning environment (for which the Program will become part of) to the Internet.

2.4 The School will be responsible for performing any setup and implementation activities to the extent necessary in order for the Program to be provided to its Students through its virtual learning environment.

2.5 The School will provide Foundation with training on its virtual learning program and environment to the extent necessary for the Caring Place staff to assist in providing the Program to the Students.

2.6 Foundation agrees to provide: (i) the necessary Caring Place staff for the Program; and all Program guidelines and requirements, which are attached hereto as Exhibit B (“**Caring Place Guidelines for Virtual Learning School-Based Peer Support Groups**”).

3. School Services

In addition to the Program requirements provided for in Section 2 (Program Requirements) School also agrees that it will provide the services described in Exhibit C (“**Statement of Work - Services**”), attached hereto and made part hereof (collectively, “**Services**”). The parties may by mutual written agreement amend Exhibit C from time to time School shall provide, prior to the effective date of this Agreement, documentation to Foundation, which shall be satisfactory to Foundation in its discretion, that School is able to perform those Services provided for in Exhibit C. Without limiting the foregoing, any required documentation is listed in Exhibit B.

4. School Key Personnel

4.1 School and its employees shall perform the Services hereunder or, if permitted by Foundation in writing, shall use other qualified individuals to perform all or part of School’s obligations. To the extent that School engages other individuals to perform any or all of its obligations, all such individuals, including but not limited to, employees, subcontractors or agents (“**Key Personnel**”) shall be properly qualified to deliver the Services. Upon request, School shall provide to Foundation documentation with respect to such Key Personnel qualifications prior to such Key Personnel performing any Services.

4.2 Along with Foundation's Program facilitator ("**Facilitator**") Foundation requires that there be at least one co-facilitator ("**Co-Facilitator**") who will be considered the primary Key Personnel required for the Program. The School may choose to have additional Co-Facilitators and substitute School Co-Facilitators who will work with Caring Place staff. The responsibilities of the School Co-Facilitator(s) are set forth in Exhibit B.

4.3 All Key Personnel shall be reasonably acceptable to Foundation. If Foundation, in its good faith judgment, is dissatisfied with the performance of any Key Personnel, School shall substitute another qualified individual to take the place of such Key Personnel, which qualified individual shall then become a Key Personnel for all purposes hereunder.

4.4 School staff Co- Facilitator(s) shall meet with Caring Place staff to discuss the school-based model prior to facilitation of the group.

4.5 Subject to the foregoing, Key Personnel shall at all times remain under the full, sole and final authority of School with respect to their hiring, compensation, evaluation, scheduling, supervision, discipline, reassignment and discharge. In addition, all Key Personnel shall be under the sole control and direction of School and School shall be solely responsible for all liabilities and expenses associated therewith.

5. Caring Place Staff

Foundation shall furnish School with the following documentation for all Caring Place staff who participate in the Program with the School:

- a) Current copies of Child Abuse Clearances, Fingerprint Clearance and Criminal History Background checks required of volunteers having contact with children in accordance with Section 6344.2 of the Child Protective Services Law, 23 Pa.C.S. Section 6344.2; and
- b) Current copy of tuberculosis test results in accordance with Section 1418 of the Public School Code, 24 Pa.C.S. Section 14-1418(b).

6. Fees and Expenses

Neither party shall pay or be paid for use of any facilities, hardware, software, infrastructure, Services or supplies provided by a party.

7. Independent School Status

7.1 School acknowledges and agrees that it is not an employee, partner or joint venturer of Foundation and that the Foundation is providing the Program and Caring Place staff on a volunteer basis only. Neither School nor Foundation shall represent, either directly or indirectly, that School is an employee, agent or legal representative of Foundation, and School shall have no power or authority to bind Foundation, or to act for or on behalf of Foundation. The parties agree that the Services shall be provided under the sole control and direction of School. School agrees that it shall be fully responsible for all economic and noneconomic risks incurred in the operation of School's business, including but not limited to the Services.

7.2 School agrees that neither it nor its Key Personnel are entitled to unemployment benefits from Foundation or workers' compensation benefits from Foundation in the event that School (or

any Key Personnel) is injured in any manner as a result of providing, or in connection with providing, the Services. School is solely responsible for estimating, withholding, paying and reporting any and all employment-related local, state or federal taxes for School and the Key Personnel, as applicable. Foundation shall not withhold any taxes or prepare W-2 forms for or on behalf of School or its Key Personnel, if any.

8. No Employee Benefits

School acknowledges and agrees that neither it nor anyone acting on its behalf will receive any employee benefits of any kind from Foundation, whether or not such benefits are subject to ERISA. In addition, School, on behalf of itself and its Key Personnel, if and to the full extent permitted by law, waives any and all rights, if any, to any employee benefits offered by Foundation to any of its employees.

9. Insurance

9.1 School shall obtain, at its own expense, all necessary insurance coverage, with appropriate endorsements, including, without limitation, the following:

- a) Commercial General Liability Insurance, including, without limitation, contractual liability and personal injury liability, with a combined bodily injury and property damage limit of not less than \$1,000,000 for each occurrence. If any Key Personnel are not covered under the Professional or Errors and Omissions Liability Insurance (described below), the Commercial General Liability Insurance must include liability related to the Services performed by such Key Personnel.
- b) Workers' Compensation Insurance, if applicable, as required by law.
- c) With respect to the Key Personnel, unless otherwise covered under the Commercial General Liability Insurance (described above), Professional or Errors and Omissions Liability Insurance, with liability limits of not less than \$1,000,000 per claim, or such higher amount if required by law; or, in the alternative, evidence, which shall be satisfactory to Foundation in its discretion, that School's agents, consultants or independent contractors maintain in effect such insurance coverage.
- d) Cyber Liability insurance, including coverage for network security in an amount not less than \$0 per claim.
- e) Any other insurance reasonably required by Foundation.

In the alternative, School may provide written documentation, acceptable to Foundation, describing a structured self-insurance program, which must be approved by Foundation prior to the commencement of the Program and Services hereunder.

9.2 School shall name Foundation, and its affiliates, subsidiaries, directors, officers, employees and agents, as additional insureds to the Commercial General Liability Insurance policy and Professional or Errors and Omissions Liability Insurance policy. Upon request, School shall provide Foundation with proof of compliance, which shall be satisfactory to Foundation in its discretion, with the insurance coverage requirements prior to the effective date of this

Agreement, and from time to time thereafter upon Foundation's request therefor. School shall provide Foundation with at least thirty (30) days' prior written notice of any cancellation, nonrenewal, or significant change in coverage or policy. If any such policy is on a "claims made" basis, upon termination of this Agreement, School shall either purchase adequate "tail" coverage to cover all of its activities under this Agreement, or maintain such coverage for a period of not less than three (3) years after the termination of this Agreement. By specifying minimum coverage requirements herein, Foundation does not waive its right to recover amounts in excess of such amounts in the event of a claim resulting from or arising out of School's performance under this Agreement.

10. Confidentiality

10.1 School hereby acknowledges that during the Program and in connection with the Services, School may obtain information which is highly confidential or proprietary to Foundation and is not generally available to the public, including, by way of example only, employee information, business plans, financial information, account information, human resources, processes, procedures, methodologies, trade secrets, know-how, ideas, concepts, the Program Materials (as defined in Exhibit B); and similar proprietary information ("**Confidential Information**"). School shall: (i) treat, and obligate its Key Personnel to treat, as confidential all such Confidential Information, whether or not identified as confidential; (ii) use such Confidential Information only in connection with the Program and Services to be provided under this Agreement and for no other purpose; and (iii) not disclose or distribute any such Confidential Information or make available any reports, recommendations, or work product which is produced for Foundation to any third party, person or entity, or use it in any manner whatsoever, except upon receiving the specific written approval of Foundation.

10.2 Confidential Information does not include any information that School can demonstrate by credible written evidence is: (i) already in the possession of School prior to acquiring the information hereunder; (ii) is or becomes in the public domain through no fault of either party; or (iii) is rightfully obtained from a third party who has no obligation of confidentiality.

10.3 Nothing in this Agreement shall prevent School from disclosing any Confidential Information where the disclosure is legally required to be disclosed pursuant to judicial, regulatory, or governmental order, provided that School: (i) uses reasonable efforts to minimize any such disclosure and, to the extent permitted by applicable law, assists Foundation in preventing or restricting disclosure; (ii) where permitted by applicable law, gives Foundation prompt written notice of such requirement to disclose to enable Foundation to seek an appropriate protective order; and (iii) uses reasonable efforts to require that the recipient of such Confidential Information preserves the confidential nature of the Confidential Information once disclosed.

10.2 Upon Foundation's request, and in any event, upon termination or expiration of this Agreement, School shall promptly return all or any specified part of the Confidential Information and all physical and written records containing such, and all documentation relating to or concerning such, including by way of example, all copies of the Program materials, regardless of media, and applies to working or draft materials, in addition to final products (except, in either case, backup or archival copies that are not routinely accessible to the School's personnel) at no additional cost to Foundation or, if requested by Foundation, destroy or delete in the manner

specified by Foundation and promptly report such destruction in writing by an authorized representative of the School.

10.3 Notwithstanding the foregoing, School may keep and continue to use the Activity Manual and Resource Manual (collectively, “**Manuals**”) provided by Foundation. However, Foundation will not provide any revisions or updates for the Manuals and will not be responsible for any use by School of the Manuals. After expiration or termination of this Agreement, School will not use the Foundation or Caring Place name or assert or advertise that it is using the Caring Place model of peer group support. Notwithstanding the foregoing, School may continue to use the Caring Place model or apply it in developing the School’s own model.

10.4 The parties acknowledge and confirm that the breach of any of the provisions of this Section will result in irreparable harm to Foundation which may not be adequately remedied by money damages. In addition to any other rights or remedies that may be available at law or otherwise, the provisions of this Section may be enforced by temporary or permanent injunctive relief, without any showing of irreparable harm or posting of any bond.

10.5 School shall notify Foundation within five (5) business days of discovery of a breach of the confidentiality obligations contained in this Section. For purposes of this Section, “discovery” shall mean the time the breach was known or, in the exercise of reasonable diligence, should have been known.

10.6 The obligations under this Agreement with respect to Confidential Information shall survive the expiration or termination of this Agreement and continue in perpetuity.

11. Compliance with Laws

The parties intend that all activities under this Agreement be in compliance with all applicable laws and regulations. If any new law or regulation, or any interpretation of any existing law or regulation by any governmental authority, renders any activity hereunder illegal, unenforceable or noncompliant, then, notwithstanding any provision in this Agreement requiring mutual consent for amendments, Foundation may amend this Agreement to achieve compliance with such new law in accordance with this Section. Foundation shall notify School in writing at least thirty (30) days before the effective date of any such amendment. If Foundation does not receive a written objection to the proposed amendment before the effective date stated in the notice, School shall be deemed to have accepted the amendment.

12. Conflicts of Interest

School acknowledges that it has the responsibility of avoiding potential conflicts of interest which may afford the appearance of impropriety. School represents that there are no conflicts between its obligations under this Agreement and the terms of any other contract, agreement or relationship to which it is subject. School agrees not to enter into a conflicting contract, agreement or relationship during the term of this Agreement and to bring to the attention of Foundation at the earliest possible time any possible conflict of interest.

13. Publicity and Use of Name

13.1 Foundation shall have the right to publicize, in its marketing, communications and educational materials (collectively, “**Marketing Materials**”), the Program and accompanying

Services to be provided to Students hereunder, including, without limitation, the use of School's name and logo, if any. Foundation agrees to provide to School, for School's review prior to use, any Foundation Marketing Materials. If School objects to Foundation's Marketing Materials for any reason, School shall notify Foundation within five (5) business days of School's receipt of same. Notwithstanding the foregoing, Foundation shall not use in any manner any name, service mark or logo owned or used by School, or any affiliate or successor of School, without the prior written consent of School, or such affiliate or successor.

13.2 School shall have the right to publicize in its Marketing Materials the Services it will be providing to Students and Foundation's involvement. School agrees to provide to Foundation, for Foundation's review prior to use, any School Marketing Materials including, but not limited to, any and all communications to parents, guardians, teachers, or other school staff. If Foundation objects to School's Marketing Materials for any reason, Foundation shall notify School within five (5) business days of Foundation's receipt of same. Notwithstanding the foregoing, School shall not use in any manner any name, service mark or logo owned or used by Foundation, or any affiliate or successor of Foundation, without the prior written consent of Foundation, or such affiliate or successor.

14. Indemnification

14.1 School shall indemnify, defend and hold harmless Foundation, and its officers, directors, employees, agents, affiliates, successors and assigns, against any loss, judgment, damage, liability, claim, penalty, amount paid in settlement, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by Foundation or any of the foregoing that results from or arises in any manner out of this Agreement and the obligations of School hereunder. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.

14.2 Foundation shall indemnify, defend and hold harmless School, and its officers, directors, employees, agents, affiliates, successors and assigns, against any loss, judgment, damage, liability, claim, penalty, amount paid in settlement, cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by School or any of the foregoing that results from or arises in any manner out of this Agreement and the obligations of Foundation hereunder. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.

15. Records Retention

School shall maintain accurate records pertaining to the Program provided to its Students and the accompanying Services. Foundation shall have the right to review such records for the purpose of continuing care after reasonable notice and during regular business hours. School shall preserve such records for twelve (12) months after termination or expiration of this Agreement or for such longer period as may be required by law.

16. Term and Termination

16.1 This Agreement shall remain in effect for twenty-four (24) months from the Effective Date unless otherwise extended or terminated in accordance with the provisions of this Agreement.

16.2 Except as provided for below, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

16.3 Foundation may terminate this Agreement immediately if Foundation makes a reasonable determination that School has breached this Agreement, and that School has not cured such breach to Foundation's satisfaction within thirty (30) days of specific notice detailing the breach.

16.4 Upon termination of this Agreement, School shall discontinue all delivery of the Programs and shall return or dispose of all Confidential Information as provided for herein.

17. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, including any claim by an employee, subcontractor or agent of School, but not including a claim by Foundation to enforce the Confidentiality and Publicity and Use of Name Sections, Foundation and School agree to meet and negotiate in good faith to resolve any such dispute. In connection therewith, each party will provide to the other all reasonably requested information as is relevant to resolution of the dispute.

18. Assignability

This Agreement and all rights and obligations of the parties hereunder shall be binding on all successors and assigns of the parties hereto; provided, however, that School shall not assign or transfer its rights or obligations hereunder without the prior written consent of Foundation. Any attempted assignment by School shall be null and void.

19. Legality

It is the intention of the parties hereto that the provisions of this Agreement be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any such provision or provisions not render unenforceable, or impair, the remaining provisions hereof. If any provision or provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions, and to alter the bounds thereof, in order to render such provision or provisions valid and enforceable. Each and every provision set forth herein is hereby declared to be severable.

20. Waiver of Agreement

No failure by either party to exercise any power or right granted under this Agreement, or to insist upon strict compliance by the other party with the terms hereof, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand full and exact compliance by the other party with the terms hereof.

21. Forced Work Stoppage/Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or of the public enemy, fires, floods, storms, earthquakes, pandemics, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not, with reasonable diligence, be controlled or prevented by the party ("**Force Majeure Event**"). If a party relies on any of the foregoing as a reason or

failure, default or delay in performance, it shall give to the other party prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any action commenced hereunder shall be brought and maintained exclusively in the courts of the Western District of Pennsylvania or the state courts of Allegheny County, Pennsylvania. Each of the parties hereto submits to the jurisdiction of such courts and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

23. Notices

Any notice or communication to be given under this Agreement shall be made in writing and shall be deemed given when personally delivered; when sent by facsimile or electronic mail transmission; or when received by the addressee, if sent by U.S. Postal Service, first class mail, or certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to Foundation:

Caring Foundation
620 Stanwix Street
Pittsburgh, PA 15222
Attention: Terese Vorsheck

If to School:

Wattsburg Area School District
10780 Wattsburg Road
Erie, PA 16509
Attention: Kelsey Cross

Each party may adopt a new address by written notice of the change to the other party as set forth above.

24. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

25. Entire Agreement

This Agreement contains the entire understanding of the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or

negotiations, either written or oral, between the parties. The terms and conditions of this Agreement may not be amended, modified or deleted except by a writing signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the last date of signing.

Caring Foundation

Wattsburg Area School District (School)

By: _____

By: _____

Name: _____

Name: Kenneth A. Berlin

Title: _____

Title: Superintendent









Date: _____

Date: _____

attachment 3

EXHIBIT A

SCHOOL POLICIES

-  Policy 247 AntiHazing.pdf
-  Policy 113-4 Confidentiality of S
-  Policy 103-1 Nondiscrimination S
-  Policy 103 - Discriminatio Title IX
-  Policy 916 Volunteers.pdf
-  Policy 323 Tobacco and Vaping Product
-  Policy 320-1 Acceptable Use of S
-  Policy 249 Bullying-Cyberbullyi

attachment 3

EXHIBIT B

CARING PLACE GUIDELINES FOR VIRTUAL LEARNING SCHOOL-BASED PEER SUPPORT GROUPS FOR GRIEVING STUDENTS

1. Purpose and Scope of the Program

The purpose of the Caring Foundation's ("**Foundation**") Virtual Learning School-Based Peer Support Groups for Grieving Students program stems from the Foundation's program known as the "Highmark Caring Place, A Center for Grieving Children, Adolescents and Their Families." These programs are designed to address non-complicated grief of children, teens and young adults in elementary, middle, high school and college. Since there are children, teens and young adults who are not able to get to the Caring Place physical locations for support the School-Based Peer Support Groups program ("**Program**") was established to reach these children, teens and young adults in their school environments. The Program is designed to serve children, teens or young adults who:

- have had a family member or friend die at any point of time in their lives;
- have been identified by a designated staff person at their school as appropriate for the group;
- are not suffering from symptoms of trauma related to the death;
- can function appropriately in a peer support group; and
- have been given permission, when necessary, by their parent or guardian to participate in the group.

The Program is not designed to provide the children, teens or young adults with counseling or therapy.

2. Goals of the Program

The goals of the Program are to provide a safe environment for grieving children, teens or young adults to express their grief and to reach those children, teens or young adults who cannot access the services available at the Highmark Caring Place facilities. In addition, the Foundation hopes to help grieving children, teens and young adults: (i) identify others in their school community to whom they can turn to if and when needed; (ii) help schools become more "grief friendly"; and (iii) provide a format that balances the need for children, teens and young adults to process their grief, with the need to return to their school activities after group meetings. In addition, Foundation hopes that after completing the Program with assistance from Foundation that the School will be able to continue the Program on its own.

3. Students

Caring Place staff will work with School to select appropriate students for the Program. The following are some criteria for Student selection:

- Student has experienced the death of a family member or friend;
- Student can manage him/herself in a group setting (has not exhibited recent behavioral concerns within the classroom, whether said class room is a "brick and mortar" room or an online "classroom");

- Student has parental or guardian permission, when such permission is required, for example if the Student has not reached the age of majority;
- Student expresses an interest in attending peer group meetings; and
- Student is believed to have coping skills necessary to return to classroom or the Students virtual learning curriculum after peer group meetings.

Following are some criteria that may make a Student inappropriate for selection:

- History of potentially inappropriate emotional or behavioral outbursts;
- Student who has had a loss that involves a trauma component;
- The loss has been too recent;
- Recent history of aggression;
- Known significant/serious mental health diagnosis that is not being managed;
- Student does not have parental or guardian permission, when such permission is required.

When applicable, an explanatory letter and application will be sent by the School to the parent/guardian of each potential group participant. A Student may be able to participate in the Program if an application/assessment has not been completed; however, in order to participate in the Program, all students must have a permission slip signed by their parent or guardian, when applicable. School is solely responsible for obtaining the signed permission slip.

4. Peer Group Meetings

A School-based peer group session will consist of six (6) to eight (8) peer group meetings that will coincide with the length of a class period and not to exceed seventy-five (75) minutes. One or two additional meetings will be scheduled as make-up dates in the event a peer group meeting must be cancelled. Foundation will provide materials to assist with the Program, including an Activity Manual and a Resource Manual.

A School peer group must have a minimum of five (5) students to begin and must maintain an average of five (5) students to continue as a peer group. The maximum number permitted for a peer group will be determined on a case by case basis taking into consideration the following factors:

- Age of Students
- Activity level of Students
- Amount of staff support
- Level of need of Students

The ideal age range for Students in a peer group should not exceed a two (2) year age gap for elementary and middle school, and a three (3) year age gap for high school and secondary school.

A peer group session will be cancelled if an average of three (3) Students per peer group is not maintained; or if either party fails to meet its obligations and the failure cannot be resolved. Reasons for cancelling peer group meetings may include: (i) weather related concerns, when applicable; (ii) no School Co-Facilitator without an identified substitute; (iii) no Caring Place

staff without an identified substitute; (iv) School knows ahead of time that there will be no Students in attendance; or (v) School is cancelled or it is a scheduled off day.

Caring Place staff will provide a general curriculum to guide the peer group meetings.

5. Removing a Student from the Peer Group

A Student may be removed from a peer group if:

- Student's behavior consistently disrupts his/her own ability or another Student's ability to benefit from the peer group.
- Student misses more than two (2) peer group meetings.
- Student displays difficulty transitioning from the peer group meeting back to the classroom or virtual learning curriculum.
- Student's issues are greater than what can be managed in a peer group meeting.
- Additional support is not available.

If any of the above criteria are met, the Caring Place staff and School Co-Facilitator will meet to discuss the Student. Agreement between both parties is ideal; however, in the case where agreement cannot be reached, Caring Place staff has the right to make the final decision regarding a Student's peer group participation.

Once a decision to remove a Student from a peer group session is made, Caring Place staff and School Co-Facilitator will discuss the best way to address the situation with the School Co-Facilitator making the final determination on how it will be handled. At a minimum, for Students under age fourteen (14), a parent or guardian must be told verbally of the decision before the Student is informed, and all Students will be told in person, if practical, otherwise such communications will occur in the most practical manner as determined by the School Co-Facilitator.

EXHIBIT C

STATEMENT OF WORK SERVICES

This Exhibit C is a Statement of Work entered into pursuant to the terms of the Agreement for Virtual Learning School-Based Peer Support Group for Grieving Students (“**Agreement**”) by and between the Caring Foundation (“**Foundation**”) and **[INSERT SCHOOL DISTRICT NAME]** (“**School**”) and sets forth the services to be provided and the obligations and responsibilities of the parties. Capitalized terms not defined within this Exhibit C shall have the meaning ascribed to them in the Agreement.

1. Term of Program

The Program will begin on the Effective Date of the Agreement and end twenty-four months thereafter, with the parties to mutually agree in writing upon the specific dates of the Program. School has agreed to work with Foundation in providing the Services set forth in this Statement of Work and the Agreement. The Program will extend for six (6) to eight (8) weeks with two (2) make-up dates if necessary.

2. Purpose and Scope

The purpose of the Program is to provide a safe environment within a school setting for grieving Students to receive grief support. The Program is not designed to provide the Students with counseling or therapy.

3. Description of Services

A. School Responsibilities

3.A.1. School shall provide the necessary personnel to support the Program, which will take place during school hours. The Students may attend the Program rather than their regularly scheduled class or activity. Every attempt will be made for the group meeting schedule to be coordinated in such a manner as to minimize the impact on Students’ classes and activity schedules.

3.A.2. School will be responsible for the technology infrastructure needed for the School to host, provide and maintain the Program through its virtual learning environment during the Term. School’s virtual learning environment will meet or exceed industry standards. The location of the Program will accommodate at least twelve (12) participants (ten (10) Students and two (2) Co-Facilitators) and will be subject to user identification and access controls designed to limit access to the environment by authorized users only.

3.A.3. School is responsible for acquiring and maintaining, at no charge to the Foundation, the hardware and software required to host the Program for its Students. The hardware and software on which the Program will be hosted will be maintained in good operating order, consistent with generally accepted industry practice and procedures. The School is responsible for all telecommunication connections from the server hosting its virtual learning

environment (and the Program itself as part of the School's overall virtual learning program) to the Internet.

3.A.4. School will be responsible for performing any setup and implementation activities to the extent necessary in order for the Program to be provided to its Students through its virtual learning environment.

3.A.5. School will provide Foundation with training on its virtual learning program and environment to the extent necessary for the Caring Place staff assist in providing the Program to Students.

3.A.6. School agrees that any pre-Program, post-Program surveys and any other polling questions asked of, and answered by, Students shall be shared with Foundation for the Foundation to use for its business purposes.

3.A.7. Key Personnel

Foundation recommends that the School provide two (2) people, a Co-Facilitator and a backup Co-Facilitator, to be available for the peer group session. Only one (1) School Co-Facilitator must be available to participate in all peer group meetings. If the School provides a back-up Co-Facilitator he or she will be available when the Facilitator is not available; however, ideally the Co-Facilitator, if any, will participate in at least the first session to meet the Students. Facilitators should have a desire to participate in the Program and have flexible schedules in order to accommodate the changing peer group meeting times. Guidance counselors, administrators or other appropriate school staff may be among those who will be available for the Co-Facilitator positions.

3.A.8. School and Co-Facilitators are responsible for providing following Services in a professional and timely manner:

- Be present for all peer group meetings. In case of illness or emergency of the Co-Facilitator, School will ensure that the previously identified Co-Facilitator will attend the peer group meeting. If School Co-Facilitator or back-up Co-Facilitator are both unavailable, the group will be cancelled.
- Actively participate in coordinating and preparing for each peer group meeting.
- Actively participate during each peer group meeting.
- Participate with Caring Place staff in peer group review and planning in between peer group meetings.
- Collaborate with Caring Place staff on all aspects of the peer group.
- Complete all necessary paperwork.
- Adhere to all School and Co-Facilitator contractual obligations and Program Guidelines.
- Coordinate and ensure availability of virtual learning environment.
- Provide appropriate level of communication with all School personnel as needed during and at completion of peer group session.
- Provide appropriate follow up with Students as needed during and at completion of peer group session.
- Participate in debriefing with Caring Place staff during and at completion of peer group session.

3.A.9. School's General Responsibilities to be provided in a professional and timely manner::

- Obtain appropriate approval(s) from School executives including, where applicable, District Superintendent, School Principal, and/or School Board.
- Identify and provide at least two Co-Facilitators.
- Schedule peer group meetings at varying times once a week for a six (6) to eight (8) week period, so as to be the least disruptive to Students' education schedules and in cooperation with Caring Place Facilitator.
- Provide to Foundation for review all written materials and communications prior to use.
- Provide an agreed upon process for following up with participating Students.
- Provide the required minimum number of peer group Students.
- Coordinate all communications with parents or guardians, when applicable, including talking with them about the peer group, obtaining signed permission forms, and attempting to obtain a completed application.
- Provide appropriate, private, virtual space for peer group meetings.
- Provide necessary guidance to Caring Place Facilitator with regard to School policies and procedures.
- Provide necessary communication to and coordination with, all other School staff regarding Student's participation in peer group meetings.
- Provide timely communication in the event peer group meetings must be cancelled or disrupted.
- Provide evidence of a school crisis plan/process that can be executed if needed.

B. Foundation Responsibilities

Foundation and its Caring Place staff are responsible for the following:

- Provide manuals to School Co-Facilitators and other resources deemed necessary to assist with facilitation of peer group meeting.
- Be present at all peer group meetings. In case of illness or emergency of the Facilitator, Foundation will ensure that the previously identified back-up Facilitator will attend the peer group meeting. If the back-up Facilitator is unavailable the group will be cancelled.
- Coordinate preparation for each peer group meeting with School Co-Facilitator.
- Actively participate during each peer group meeting.
- To a reasonable extent, provide necessary materials for meeting projects.
- Participate with School Co-Facilitator in peer group review and planning in between peer group meetings
- Collaborate with School Co-Facilitator on all aspects of the peer group.
- Complete all necessary paperwork.
- Adhere to all Foundation and Caring Place staff contractual obligations and Program Guidelines.
- Follow the model developed by Foundation for school-based peer group support.
- Provide all materials needed for peer group activities and projects.
- To a reasonable extent, provide food and beverages for the peer group, if applicable, in accordance with any applicable school policy.
- Be available for consultation with School Co-Facilitator regarding peer group Students.

- Provide appropriate follow up with Students as needed during and at completion of peer group session.
- Participate in debriefing with School Co-Facilitator during and at completion of peer group session.
- Complete a Program evaluation.
- After the end of the initial peer support group program, provide weekly telephone consultation during the first subsequent peer support group facilitated solely by school staff.

4. Timelines

The parties anticipate completing the Program within the six (6) to eight (8) week session. If either party anticipates encountering delays in completing the Program in a timely manner the party shall notify the other party promptly in order for the parties to determine how to proceed.

5. Staffing

School, School Co-Facilitators, and Caring Place Facilitators agree to work together in a professional and cooperative manner for the benefit of the Students and the Program. Furthermore, the parties agree to comply with the School Policies and Caring Place Guidelines for School-Based Peer Support Groups attached to the Agreement.