

RESOLUTION

BE IT RESOLVED, by authority of the **Blackhawk Board of School Directors** of the **Blackhawk School District**, and it is hereby resolved by authority of the same, that **Dr. Johannah Vanatta**, who is the **Superintendent** of the above named body is authorized and directed to sign any and all contracts, agreements, grants and/or licenses (hereinafter collectively referred to as contract(s)) with the Pennsylvania Department of Education (Department); and

BE IT FURTHER RESOLVED, that the body consents to the use of electronic signatures by the above named individual and that no handwritten signature from the above named individual shall be required in order for any contract with the Department to be legally enforceable and that by affixing his/her electronic signature to an electronic file of the contract via the Department's e-grants system, the above designated authorized individual shall have effectively executed and delivered the contract, binding the **Blackhawk Board of School Directors** to comply with the terms of said contract; and

BE IT FURTHER RESOLVED, that no writing shall be required in order to make the contract valid and legally binding, provided that the Department and all other necessary Commonwealth approvers affix their signatures electronically and an electronically-printed copy of the Contract is e-mailed or is otherwise made available to the body by electronic means; and

BE IT FURTHER RESOLVED, that the body will not contest the due authorization, execution, delivery, validity or enforceability of the electronic Contract under the provisions of a statute of frauds or any other applicable law. The Contract, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and the admissibility thereof shall not be contested under either the business records exception to the hearsay rule or the best evidence rule; and

BE IT FURTHER RESOLVED, that the body will notify the Department's Bureau of Management Services promptly in the event that the above named individual is no longer authorized to execute agreements on behalf of the body electronically and that the Department shall be entitled to rely upon the above named officer's authority to execute agreements electronically on behalf of the body until such notice is received by the Department's Office of Chief Counsel.

ATTEST

(individual receiving signatory authority may not attest on behalf of himself/herself)

Signature (President/Chair or Vice-President/Chair)

Dr. Carol Sprinker

President

Print/type Name

Title

Signature (Treasurer/Secretary)

Adam VanZalinge

Secretary

Print/type Name

Title

TO BE EXECUTED BY SECRETARY OF THE GOVERNING BODY:

I, Adam VanZalinge, Secretary, of Blackhawk School Board, do certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of School Directors, held the 11 day of April, 2024.

Dated: April 11, 2024

Signature (Secretary)

Adam VanZalinge

Board Secretary

Print/type Name

Title

TO BE EXECUTED BY AUTHORIZED OFFICER:

As the person authorized to sign on behalf of the above named body, I agree that I shall not provide any other person with my e-grants password or otherwise authorize any other individual to affix my electronic signature to any agreement with the Department.

Dated: _____

Signature (authorized signatory)

Print/type Name

Title



MONTHLY FINANCIAL STATEMENTS

March 31, 2024

BLACKHAWK SCHOOL DISTRICT
DEPOSITORY CASH AND RELATED INTEREST INCOME
AS OF MARCH 31, 2024

	Fund	3/1/2024	Received	Disbursed	Interest	
					Dividends	Income
First National Bank (FNB)						3/31/2024
General Fund	4076 10	\$4,100,000.00	\$5,549,094.61	\$5,741,005.01	\$0.00	\$3,908,089.60
General Fund FNB Sweep Account	4076 10	\$2,260,826.78	\$1,268,627.84	\$3,530,134.33	\$679.71	\$0.00
General Fund FNB Money Market	7355 10	\$4,879,661.57	\$0.00	\$0.00	\$15,508.35	\$4,895,169.92
General Fund FNB CD	10	\$0.00				\$0.00
Payroll (pass-thru account)	9201 10	\$493,956.98	\$851,625.29	\$1,293,722.51	\$73.36	\$51,933.12
GM Compensatory Fund	9112	\$6,589.21	\$0.00	\$0.00	\$3.40	\$6,592.61
Construction Fund	9227 32	\$171.61	\$0.00	\$0.00	\$0.00	\$171.61
Blackhawk Activities & Athletics Comm - Bank	8279 32-A	\$198,769.04	\$0.00	\$0.00	\$0.00	\$198,769.04
Blackhawk Activities & Athletics Comm - PayPal	8136 32-A	\$57,125.21	\$0.00	\$0.00	\$29.55	\$57,154.76
Food Service	9193 51	\$60,864.12	\$52,870.24	\$52,198.74	\$40.31	\$61,575.93
Food Service Money Market	8246 51	\$847.99	\$0.00	\$0.00	\$0.44	\$848.43
Health Fund	9185 66	\$795,450.54	\$0.00	\$181.00	\$410.72	\$795,680.26
Health Fund Money Market	4156 66	\$972,737.66	\$0.00	\$0.00	\$3,091.52	\$975,829.18
Dental Fund	4068 67	\$19,151.09	\$13,091.02	\$15,222.68	\$7.87	\$17,027.30
Dental Fund Money Market	8105 67	\$6,230.40	\$0.00	\$0.00	\$19.80	\$6,250.20
Vision Fund	9219 68	\$54,991.20	\$2,745.90	\$2,067.50	\$28.25	\$55,697.85
Scholarship Fund	8410 70	\$0.00				\$0.00
Herbert Lunt Endowment Fund (quarterly dvds/intrst)	70	\$0.00				\$0.00
Activity Fund BHS	4050 81	\$98,213.77	\$28,900.72	\$15,414.57	\$52.74	\$111,752.66
Activity Fund BHS Money Market	8253 81	\$110,816.24	\$0.00	\$0.00	\$352.19	\$111,168.43
Activity HMS	8958 81	\$120,704.26				\$120,704.26
Athletic Fund	8966 29	\$100,310.93				\$100,310.93
Athletic Stadium Facility Account	4939 29	\$26,171.15				\$26,171.15
Grand Total		\$14,363,589.75	\$7,766,955.62	\$10,649,946.34	\$20,298.21	\$11,500,897.24

BLACKHAWK SCHOOL DISTRICT
REVENUE/EXPENDITURES 2023-2024 BUDGET TO ACTUAL
EXPENDITURE BY FUNCTION
AS OF MARCH 31, 2024

ACCT	DESCRIPTION	2023-2024			% of Budget Allocated
		2023-2024 BUDGET TOTAL	2023-2024 9 MONTHS MARCH/ACTUAL	OVER (UNDER) BUDGET	
Revenue					
6000	Local Revenue Sources	\$ 21,238,470.00	\$ 20,433,378.43	\$ (805,091.57)	96%
7000	State Revenue Sources	\$ 18,581,986.00	\$ 13,013,810.06	\$ (5,568,175.94)	70%
8000	Federal Revenue Sources	\$ 421,000.00	\$ 348,205.28	\$ (72,794.72)	83%
9000	Other Financing Sources	\$ -	\$ (11,842.55)	\$ (11,842.55)	100%
Total Revenue		\$ 40,241,456.00	\$ 33,783,551.22	\$ (6,457,904.78)	
Expenditures					
1000 Instruction					
1100	Regular Programs	\$ 17,916,290.00	\$ 12,492,548.08	\$ 5,423,741.92	70%
1200	Special Programs	\$ 5,375,032.00	\$ 4,013,501.59	\$ 1,361,530.41	75%
1300	Vocational Programs	\$ 1,888,984.00	\$ 1,011,673.27	\$ 877,310.73	54%
1400	Other Instructional Programs - Federal	\$ 229,920.00	\$ 140,471.60	\$ 89,448.40	61%
1500	Non-Public School Programs	\$ -	\$ -	\$ -	#DIV/0!
		\$ 25,410,226.00	\$ 17,658,194.54	\$ 7,752,031.46	
2000 Support Services					
2100	Pupil Personnel	\$ 980,221.00	\$ 710,587.94	\$ 269,633.06	72%
2200	Instructional Staff	\$ 1,100,791.00	\$ 821,075.05	\$ 279,715.95	75%
2300	Administration	\$ 2,579,291.00	\$ 2,006,109.60	\$ 573,181.40	78%
2400	Pupil Health	\$ 580,593.00	\$ 454,986.62	\$ 125,606.38	78%
2500	Business	\$ 253,300.00	\$ 202,227.33	\$ 51,072.67	80%
2600	Operation & Maintenance	\$ 3,893,078.00	\$ 3,475,445.61	\$ 417,632.39	89%
2700	Student Transportation	\$ 2,605,270.00	\$ 1,933,850.62	\$ 671,419.38	74%
2800	Support Services	\$ -	\$ -	\$ -	0%
2900	Other Support Services	\$ 25,100.00	\$ 21,322.46	\$ 3,777.54	85%
		\$ 12,017,644.00	\$ 9,625,605.23	\$ 2,392,038.77	
3000 Non-Instructional Services					
3100	Food Service	\$ -	\$ -	\$ -	
3200	Student Activities	\$ 1,205,624.00	\$ 737,434.31	\$ 468,189.69	61%
3300	Community Service	\$ 7,500.00	\$ 11,000.00	\$ (3,500.00)	147%
3400	Scholarships and Awards	\$ -	\$ -	\$ -	
		\$ 1,213,124.00	\$ 748,434.31	\$ 464,689.69	
4000 Facilities, Construction					
4400	Arch., eng., & Educ Spec - Replacmnt - Otl	\$ -	\$ -	\$ -	0%
4600	Bldg. Improvement Svcs - Replacement	\$ -	\$ 99,692.41	\$ (99,692.41)	0%
		\$ -	\$ 99,692.41	\$ (99,692.41)	
5000 Other Financing Sources					
5100	Debt Service	\$ 3,137,503.00	\$ 3,111,002.86	\$ 26,500.14	99%
5200	Fund Transfer	\$ 205,000.00	\$ 51,930.95	\$ 153,069.05	25%
5900	Budgetary Reserve	\$ 250,000.00	\$ -	\$ 250,000.00	0%
		\$ 3,592,503.00	\$ 3,162,933.81	\$ 429,569.19	
Total Expenditures		\$ 42,233,497.00	\$ 31,294,860.30	\$ 10,938,636.70	
Revenues exceeding Expenditures		\$ (1,992,041.00)	\$ 2,488,690.92		

BLACKHAWK SCHOOL DISTRICT
REVENUE / EXPENDITURE 2023-2024 BUDGET to ACTUAL
EXPENDITURE BY OBJECT

ACCT	DESCRIPTION	2023-2024	2023-2024	OVER	PERCENT
		ADJ. BUDGET	9 MONTH	(UNDER)	BUDGET
		TOTAL	MARCH / ACTUAL	BUDGET	Allocated
Revenue					
6000	Local Revenue Sources	\$ 21,238,470.00	\$ 20,433,378.43	\$ (805,092)	96.21%
7000	State Revenue Sources	\$ 18,581,986.00	\$ 13,013,810.06	\$ (5,568,176)	70.03%
8000	Federal Revenue Sources	\$ 421,000.00	\$ 348,205.28	\$ (72,795)	82.71%
9000	Other Financing Sources	\$ -	\$ (11,842.55)	\$ (11,843)	#DIV/0!
Total Revenue		\$ 40,241,456	\$ 33,783,551	\$ (6,457,905)	
				(OVER)	
				UNDER	
				BUDGET	
Expenditures					
100	Salaries	\$ 17,342,489	\$ 12,401,735	\$ 4,940,754	71.51%
200	Benefits	\$ 11,056,797	\$ 7,951,733	\$ 3,105,064	71.92%
300	Professional/Technical Services	\$ 1,424,665	\$ 1,315,509	\$ 109,156	92.34%
400	Property Services	\$ 753,836	\$ 536,208	\$ 217,628	71.13%
500	Other Services	\$ 5,931,125	\$ 4,199,832	\$ 1,731,293	70.81%
600	Supplies/Books	\$ 1,433,393	\$ 1,236,540	\$ 196,853	86.27%
700	Equipment/Property	\$ 639,938	\$ 432,286	\$ 207,652	67.55%
800	Other Objects	\$ 1,296,254	\$ 1,019,085	\$ 277,169	78.62%
900	Other Financial Uses	\$ 2,355,000	\$ 2,201,931	\$ 153,069	93.50%
Total Expenditures		\$ 42,233,497	\$ 31,294,860	\$ 10,938,637	
Revenues exceeding Expenditures		\$ (1,992,041)	\$ 2,488,691		

Blackhawk School District
Invoice Listing 2023-2024 for FUND: 10
Vendor # 000011 - YMCA

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
MARCH STMT	Open	40824	03/31/24	04/08/24	4615ADVANCE AUTO PARTS	\$29.89
1713	Open	40824	03/19/24	04/08/24	002160AFFORDABLE PEST SOLUTIONS	\$262.00
3237	Open	40824	04/04/24	04/08/24	003941AIRPORT FIRE RX LLC	\$40.99
44733	Open	40824	02/29/24	04/08/24	1351A K NAHAS	\$535.00
MARCH 2024	Open	40824	04/01/24	04/08/24	004209ALLISON CUMMINGS	\$825.00
INV0002454	Open	40824	04/03/24	04/08/24	001486AOT, INC	\$9,074.95
MA70282071	Open	40824	03/21/24	04/08/24	200193APPLE INC	\$3,398.00
MARCH 23 02024	Open	40824	03/24/24	04/08/24	002907AQUATIC GARDENS	\$273.58
319938	Open	40824	03/20/24	04/08/24	1465AZ JANITORIAL	\$1,117.16
111915	Open	40824	03/07/24	04/08/24	3030B&R POOLS AND SWIM SHOP	\$980.00
L94792	Open	40824	03/04/04	04/08/24	3030B&R POOLS AND SWIM SHOP	\$96.00
L95012	Open	40824	03/28/24	04/08/24	3030B&R POOLS AND SWIM SHOP	\$128.00
03262024	Open	40824	03/26/24	04/08/24	002352BADEN ACADEMY CHARTER SCHOOL	\$10,607.17
5023	Open	40824	01/31/24	04/08/24	101056BCRC INC	\$9,904.23
5132	Open	40824	02/29/24	04/08/24	101056BCRC INC	\$10,841.53
23/24 3RD PAYMENT	Open	40824	03/21/24	04/08/24	002930BEAVER COUNTY C.T.C.	\$164,350.73
0006232237	Open	40824	03/01/24	04/08/24	48BEAVER COUNTY TIMES - ADVERTISING	\$928.70
0006232849	Open	40824	03/01/24	04/08/24	48BEAVER COUNTY TIMES - ADVERTISING	\$697.68
1035	Open	40824	03/19/24	04/08/24	002154BEHAVIOR AND LEARNING SOLUTIONS, LLC	\$2,320.00
232446	Open	40824	04/05/24	04/08/24	484BLACKHAWK FOOD SERVICE	\$94.60
03/05/2024	Open	40824	03/05/04	04/08/24	01118BLACKHAWK HIGH SCHOOL ACTIVITIES AC	\$280.00
REIMB TABLES MUNICIB	Open	40824	03/18/24	04/08/24	01118BLACKHAWK HIGH SCHOOL ACTIVITIES AC	\$280.00
MARCH 2024 MILEAGE	Open	40824	03/27/24	04/08/24	004053BRANDON TAMBELLINI	\$69.94
REIMB PMEA DIST BAND	Open	40824	04/03/24	04/08/24	004053BRANDON TAMBELLINI	\$21.56
1850981	Open	40824	03/12/24	04/08/24	77BRIGHTON MUSIC CENTER	\$120.00
1860680	Open	40824	03/15/24	04/08/24	77BRIGHTON MUSIC CENTER	\$100.00
1862968	Open	40824	03/06/24	04/08/24	77BRIGHTON MUSIC CENTER	\$165.00
1872015	Open	40824	04/03/24	04/08/24	77BRIGHTON MUSIC CENTER	\$71.47
BLHK-SP23/24	Open	40824	03/27/24	04/08/24	001025BVIU	\$23,146.50
20862	Open	40824	03/28/24	04/08/24	002208C & S SPORTS PROMOTIONS	\$1,567.00
CTI24231	Open	40824	04/02/24	04/08/24	003337CAPITAL TECHNOLOGIES, INC	\$1,875.00
MARCH 2024	Open	40824	03/21/24	04/08/24	002542CATHERINE ROTH	\$2,900.00
2020-2021	Open	40824	12/28/23	04/08/24	002107CBIZ	\$795.17

Blackhawk School District
Invoice Listing 2023-2024 for FUND: 10
Vendor # 000011 - YMCA

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
2021-2022	Open	40824	12/28/23	04/08/24	002107CBIZ	\$662.19
PX08723	Open	40824	03/01/24	04/08/24	5149CDW-G	\$414.91
24-000973	Open	40824	03/09/24	04/08/24	0916CHIPPEWA TWP POLICE DEPT	\$168.00
MARCH 2024 MILEAGE	Open	40824	03/27/24	04/08/24	000573CHRISTY DESSELLE	\$37.59
4184953517	Open	40824	02/29/24	04/08/24	5412CINTAS CORP	\$454.20
4185677775	Open	40824	03/07/24	04/08/24	5412CINTAS CORP	\$51.00
4186408644	Open	40824	03/14/24	04/08/24	5412CINTAS CORP	\$51.00
4187119860	Open	40824	03/21/24	04/08/24	5412CINTAS CORP	\$701.56
4187840702	Open	40824	03/28/24	04/08/24	5412CINTAS CORP	\$217.72
4188547339	Open	40824	04/04/24	04/08/24	5412CINTAS CORP	\$373.56
88927	Open	40824	02/29/24	04/08/24	1791 COMBUSTION SERVICE & EQUIPMENT CO	\$447.71
54191	Open	40824	03/04/04	04/08/24	003601 CREST/GOOD MANUFACTURING CO INC	\$120.00
54509	Open	40824	03/20/24	04/08/24	003601 CREST/GOOD MANUFACTURING CO INC	\$584.00
SW-0320242206DF	Open	40824	03/31/24	04/08/24	003074 Chartiers Valley School District	\$2,721.60
925352	Open	40824	04/05/24	04/08/24	002964 Commonwealth Charter Academy	\$13,538.87
PSI-24099	Open	40824	03/04/24	04/08/24	002226 DAGOSTINO ELECTRONIC SERVICES, INC.	\$5,569.38
REIMB FEE MUNICIB	Open	40824	03/18/24	04/08/24	003626 DARRIN FLEISCHMAN	\$25.20
124884	Open	40824	03/14/24	04/08/24	004372 DILLON MCCANDLESS KING COULTER & GRAHAM	\$4,280.30
125525	Open	40824	04/05/24	04/08/24	004372 DILLON MCCANDLESS KING COULTER & GRAHAM	\$1,902.14
03/15-22/2024	Open	40824	03/22/24	04/08/24	001815 DR. WILLIAM PETTIGREW	\$3,900.00
REIMB INV 295999132	Open	40824	11/08/23	04/08/24	002155 EDWARD R BRADDOCK	\$31.00
80601905	Open	40824	02/02/24	04/08/24	002480 ELEVATE TRAMPOLINE PARK	\$224.00
286129	Open	40824	03/05/24	04/08/24	002845 EQUIPARTS	\$19.99
069017	Open	40824	01/02/24	04/08/24	0993 ERZEN ASSOCIATES, INC	\$1,660.00
069276	Open	40824	03/20/24	04/08/24	0993 ERZEN ASSOCIATES, INC	\$85.14
069320	Open	40824	03/20/24	04/08/24	0993 ERZEN ASSOCIATES, INC	\$282.20
069321	Open	40824	03/12/24	04/08/24	0993 ERZEN ASSOCIATES, INC	\$1,660.13
367659	Open	40824	03/27/24	04/08/24	1088 FOLLETT SCHOOL SOLUTIONS	\$362.68
FS261660	Open	40824	03/20/24	04/08/24	003862 FRESHWORKS INC	\$1,738.66
930103	Open	40824	02/29/24	04/08/24	102971 GLADE RUN LUTHERAN SERVICES	\$4,920.16
930222	Open	40824	02/09/24	04/08/24	102971 GLADE RUN LUTHERAN SERVICES	\$306.00
154410	Open	40824	03/13/24	04/08/24	003791 H & A SERVICE COMPANY	\$269.50

Blackhawk School District
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Vendor # 000011 - YMCA

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
154419	Open	40824	03/20/24	04/08/24	003791 H & A SERVICE COMPANY	\$357.00
154438	Open	40824	03/28/24	04/08/24	003791 H & A SERVICE COMPANY	\$71.40
154440	Open	40824	03/28/24	04/08/24	003791 H & A SERVICE COMPANY	\$495.00
154442	Open	40824	04/03/24	04/08/24	003791 H & A SERVICE COMPANY	\$357.00
JAN-MARCH MILEAGE 2024	Open	40824	04/02/24	04/08/24	000335 HENRY CHUANG	\$97.16
OCT-DEC 2023 MILEAGE	Open	40824	04/02/24	04/08/24	000335 HENRY CHUANG	\$86.80
MARCH 26 2024	Open	40824	03/26/24	04/08/24	1420 HERITAGE VALLEY REHAB	\$3,400.00
MARCH 4 2024	Open	40824	03/04/24	04/08/24	1420 HERITAGE VALLEY REHAB	\$3,200.00
3669	Open	40824	03/01/24	04/08/24	002460 HOLY FAMILY SPECIALIZED LEARNING	\$1,350.00
21635	Open	40824	03/21/24	04/08/24	002405 HORIZON INFORMATION SERVICES	\$180.00
15010H 2401	Open	40824	03/13/24	04/08/24	002110 INSTRUMENTALIST AWARDS	\$79.00
2560	Open	40824	04/09/24	04/08/24	004221 J MARTIN & ASSOCIATES	\$12,617.33
20257	Open	40824	02/27/24	04/08/24	102131 JAMISON'S AIRLESS PAINT SYSTEMS	\$293.00
067628	Open	40824	03/13/24	04/08/24	01580 JANITORS SUPPLY CO INC.	\$128.40
REIMB HISTORY DAY	Open	40824	03/20/24	04/08/24	002158 JEFF TRIPODI	\$48.00
PSADA MARCH 2024	Open	40824	04/05/24	04/08/24	002551 JIM RIGGIO	\$1,508.50
24008021	Open	40824	03/01/24	04/08/24	000572 JOHNSON CONTROLS	\$322.40
2994	Open	40824	02/29/24	04/08/24	86 JOSEPH J. BRUNNER, INC	\$65.00
9246	Open	40824	03/23/24	04/08/24	86 JOSEPH J. BRUNNER, INC	\$1,899.04
33551802	Open	40824	03/15/24	04/08/24	160 JOSTENS	\$1,324.77
4756	Open	40824	03/14/24	04/08/24	000582 JUNCTION AUTO SERVICES	\$956.41
5601552235	Open	40824	03/07/24	04/08/24	002862 KELLY SERVICES INC	\$22,785.00
5601576123	Open	40824	03/15/24	04/08/24	002862 KELLY SERVICES INC	\$25,620.00
5601598250	Open	40824	03/21/24	04/08/24	002862 KELLY SERVICES INC	\$22,730.12
5601621653	Open	40824	03/28/24	04/08/24	002862 KELLY SERVICES INC	\$24,675.00
5601635712	Open	40824	04/04/24	04/08/24	002862 KELLY SERVICES INC	\$14,070.00
03252024-05	Open	40824	03/20/24	04/08/24	000096 KEYSOLUTION STAFFING LLC	\$5,850.00
FEB MARCH 2024	Open	40824	03/26/24	04/08/24	000096 KEYSOLUTION STAFFING LLC	\$1,200.00
MARCH 2024 MILEAGE	Open	40824	03/28/24	04/08/24	003796 KRISTEN WALLACE	\$46.23
253579022224	Open	40824	02/22/24	04/08/24	354 LAKESHORE LEARNING MATERIALS	\$97.48
PDS 7289	Open	40824	03/31/24	04/08/24	002462 LEADER SERVICES	\$613.90
REIMB RAK BILL 4782	Open	40824	03/12/24	04/08/24	688 LINDA RAWDING	\$201.40
MARCH 2024 MILEAGE	Open	40824	03/27/24	04/08/24	000074 LISA ORR	\$59.50

Date: 04/09/24
 Time: 10:03:40
 Release Dates 07/07/23 - 04/12/24

Blackhawk School District
Invoice Listing 2023-2024 for FUND: 10
Vendor # 000011 - YMCA

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 BAR043
 Invoice # # JQ02262 - X-COUNTRY
 REIMBURSEMENT

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
PMEA MARCH 2024	Open	40824	03/25/24	04/08/24	000074 LISA ORR	\$66.02
MARCH 2024 MILEAGE	Open	40824	03/20/24	04/08/24	002133 MATT BAKER	\$31.56
REIMB MARCH 2024 PMEA	Open	40824	03/14/24	04/08/24	001099 MAURA SAINT	\$89.62
E12545020756	Open	40824	03/09/24	04/08/24	002337 MAXIM STAFFING SOLUTIONS	\$2,151.05
E12609710756	Open	40824	03/16/24	04/08/24	002337 MAXIM STAFFING SOLUTIONS	\$3,917.50
E12709670756	Open	40824	03/23/24	04/08/24	002337 MAXIM STAFFING SOLUTIONS	\$3,826.70
E12783060756	Open	40824	03/30/24	04/08/24	002337 MAXIM STAFFING SOLUTIONS	\$1,564.80
1777	Open	40824	04/01/24	04/08/24	10043 McCARTER TRANSIT	\$240,851.10
1778	Open	40824	04/01/24	04/08/24	366 MCCARTER TRANSIT INC	\$4,811.94
14833	Open	40824	03/06/24	04/08/24	637 MCCARTER TRANSIT INC	\$188.00
63666 EASY WAY INVOICE	Open	40824	03/08/24	04/08/24	637 MCCARTER TRANSIT INC	\$190.00
MARCH 2024 CHARTERS	Open	40824	04/01/24	04/08/24	637 MCCARTER TRANSIT INC	\$14,339.10
REIMB NATIONAL HISTORY	Open	40824	03/15/24	04/08/24	001278 MEREDITH WILKINSON	\$60.00
ARI2402-05-05	Open	40824	04/02/24	04/08/24	002967 MHY Family Services	\$3,520.00
MARCH 2024 MILEAGE	Open	40824	04/02/24	04/08/24	003795 MICHAEL SIMON	\$37.65
SY240099	Open	40824	03/28/24	04/08/24	001788 MOMENTS THAT MATTER, LLC	\$102.00
INV-88379	Open	40824	03/04/24	04/08/24	1461 MR JOHN OF PITTSBURGH	\$270.00
INV-88380	Open	40824	03/04/24	04/08/24	1461 MR JOHN OF PITTSBURGH	\$135.00
INV-88381	Open	40824	03/04/24	04/08/24	1461 MR JOHN OF PITTSBURGH	\$135.00
INV-88382	Open	40824	03/04/24	04/08/24	1461 MR JOHN OF PITTSBURGH	\$135.00
INV-88383	Open	40824	03/04/24	04/08/24	1461 MR JOHN OF PITTSBURGH	\$135.00
1437990	Open	40824	04/04/24	04/08/24	000949 NATIONAL ART EDUCATION ASSOCIATION	\$94.00
INV-32746	Open	40824	02/07/24	04/08/24	002472 NOVUM DESIGNS	\$7,754.59
30304906	Open	40824	03/31/24	04/08/24	001016 OFFICE DEPOT	\$5,809.52
MARCH 2024	Open	40824	04/01/24	04/08/24	002051 PATTERSON TWP POLICE DEPT	\$2,280.00
RAK INV 4793 REIMB	Open	40824	03/11/24	04/08/24	002287 PATTERSON TWP	\$190.00
923945	Open	40824	04/01/24	04/08/24	003760 PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	\$1,883.29
169055	Open	40824	03/05/24	04/08/24	003395 PETROLEUM TRADERS CORP	\$17,592.51
1971371	Open	40824	03/13/24	04/08/24	003395 PETROLEUM TRADERS CORP	\$11,639.84
1973676	Open	40824	03/21/24	04/08/24	003395 PETROLEUM TRADERS CORP	\$11,623.22
INV920959	Open	40824	03/29/24	04/08/24	528 PIONEER MANUFACTURING CO	\$760.97
3318994110	Open	40824	04/03/24	04/08/24	000056 PITNEY BOWES GLOBAL FINANCIAL SERVICES L	\$1,383.00

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 REIMBURSEMENT

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
4254 BALANCE	Open	40824	03/11/24	04/08/24	004341 RAK COMPUTER ASSOCIATES INC	\$180.00
4777 1/2 OF BILL	Open	40824	03/06/24	04/08/24	004341 RAK COMPUTER ASSOCIATES INC	\$201.40
HALF 4776	Open	40824	03/06/24	04/08/24	004341 RAK COMPUTER ASSOCIATES INC	\$201.40
2023 1095 REPORTING	Open	40824	04/03/24	04/08/24	002722 RESCHINI AGENCY, INC	\$1,404.50
REIMB MILEAGE FEB-MAR	Open	40824	03/25/24	04/08/24	07118 RICK FORD	\$838.84
951967818	Open	40824	10/20/23	04/08/24	8 RIDDELL/ALL AMERICAN SPORTS CORP	\$279.19
951967819	Open	40824	10/20/23	04/08/24	8 RIDDELL/ALL AMERICAN SPORTS CORP	\$188.28
951972235	Open	40824	11/02/23	04/08/24	8 RIDDELL/ALL AMERICAN SPORTS CORP	\$4,118.10
952009415	Open	40824	02/06/24	04/08/24	8 RIDDELL/ALL AMERICAN SPORTS CORP	\$675.00
8118692	Open	40824	03/20/24	04/08/24	003274 Royal Publishing	\$235.00
S7387180.001	Open	40824	01/22/24	04/08/24	168 SCHAEDLER YESCO DISTB	\$50.00
S7401112.001	Open	40824	03/21/24	04/08/24	168 SCHAEDLER YESCO DISTB	\$16.48
JAN FEB 2024 MILEAGE	Open	40824	03/12/24	04/08/24	002931 SCOTT STITELER	\$56.00
4333125	Open	40824	03/07/24	04/08/24	473 SCOTT ELECTRIC	\$195.30
0451-4	Open	40824	03/27/24	04/08/24	792 SHERWIN-WILLIAMS	\$265.25
03/12/2024	Open	40824	03/12/24	04/08/24	003870 SHUTEY'S TRANSMISSION SERVICE	\$184.82
2019-753	Open	40824	03/15/24	04/08/24	003370 Smithgear	\$657.00
REIMB RAK BILL 4798	Open	40824	03/11/24	04/08/24	1645 SOUTH BEAVER TOWNSHIP	\$201.40
20240315	Open	40824	03/15/24	04/08/24	04344 SOUTHWOOD PSYCHIATRIC HOSPITAL	\$541.61
42613	Open	40824	02/23/24	04/08/24	002987 STAT Staffing Medical Services, Inc	\$4,779.08
42667	Open	40824	03/01/24	04/08/24	002987 STAT Staffing Medical Services, Inc	\$4,276.82
42719	Open	40824	03/08/24	04/08/24	002987 STAT Staffing Medical Services, Inc	\$4,322.48
42773	Open	40824	03/15/24	04/08/24	002987 STAT Staffing Medical Services, Inc	\$2,709.16
42829	Open	40824	03/22/24	04/08/24	002987 STAT Staffing Medical Services, Inc	\$4,976.94
42888	Open	40824	03/29/24	04/08/24	002987 STAT Staffing Medical Services, Inc	\$4,718.20
MARCH 2024	Open	40824	04/04/24	04/08/24	003997 STEPHEN MARK HAGBERG	\$100.00
PHYSICALS	Open	40824	03/06/24	04/08/24	003997 STEPHEN MARK HAGBERG	\$490.00
19214-00001 BILL 0	Open	40824	03/12/24	04/08/24	002513 STRASSBURGER MCKENNA GUTNICK & GEFSKY	\$2,172.00
19214-00002 BILL 0	Open	40824	03/11/24	04/08/24	002513 STRASSBURGER MCKENNA GUTNICK & GEFSKY	\$1,636.00
DATA SUMMIT REIMB	Open	40824	03/18/24	04/08/24	002765 TARA JONES	\$874.96
IVC00000000008884	Open	40824	03/15/24	04/08/24	002201 THE EDUCATION CENTER @ THE WATSON INST	\$15,674.50

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 REIMBURSEMENT

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
IVC0000000008885	Open	40824	03/15/24	04/08/24	002201 THE EDUCATION CENTER @ THE WATSON INST	\$15,674.50
IVC0000000008886	Open	40824	03/15/24	04/08/24	002201 THE EDUCATION CENTER @ THE WATSON INST	\$15,674.50
IVC0000000008887	Open	40824	03/15/24	04/08/24	002201 THE EDUCATION CENTER @ THE WATSON INST	\$15,674.50
FEB 2024	Open	40824	03/01/24	04/08/24	002785 THE WESTERN PA SCHOOL FOR BLIND CHILDREN	\$1,110.00
3007746536	Open	40824	03/01/24	04/08/24	198TK ELEVATOR CORPORATION	\$413.75
MARCH 2024 MILEAGE	Open	40824	03/27/24	04/08/24	04351 TIM LINKENHEIMER	\$26.80
44352620	Open	40824	03/11/24	04/08/24	003175 TOSHIBA FINANCIAL SERVICES	\$4,388.36
5936111	Open	40824	03/22/24	04/08/24	003200 TOSHIBA BUSINESS SOLUTIONS	\$535.58
15687288	Open	40824	11/23/23	04/08/24	000812 TRANE INC	\$193.14
314366723	Open	40824	02/29/24	04/08/24	000812 TRANE INC	\$1,201.00
MARCH 2024 MILEAGE	Open	40824	03/27/24	04/08/24	000330 TRISHA HUSTON	\$96.82
64970	Open	40824	03/20/24	04/08/24	000295 TSA STORE	\$641.00
231092227-001	Open	40824	03/07/24	04/08/24	06218 UNITED RENTALS, INC	\$84.00
231975091-001	Open	40824	03/28/24	04/08/24	06218 UNITED RENTALS, INC	\$84.00
W029081101012	Open	40824	02/28/24	04/08/24	5072 USI EDUCATION AND GOVERNMENT SALES	\$148.29
509366	Open	40824	03/20/24	04/08/24	7995V-SYSTEMS	\$1,595.67
2480	Open	40824	03/25/24	04/08/24	003296 VANCE'S LANDSCAPE SUPPLY, INC	\$106.50
SI2383515	Open	40824	02/29/24	04/08/24	000207 WEST MUSIC	\$91.77
SI2384694	Open	40824	03/05/24	04/08/24	000207 WEST MUSIC	\$22.99
93349	Open	40824	08/10/23	04/08/24	000623 SCHOOL TODAY	\$395.00
	Total Open				\$895,407.94	
	Total Paid				\$0.00	
					Grand Total 181 Paid/Open Invoices	\$895,407.94

Date: 04/09/24

Time: 10:04:04

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Invoice # # JQ02262 - X-COUNTRY

REIMBURSEMENT

Invoice #	Stat	Batch	Invoice Date	Release Date	Vendor Number/Name	Invoice Amount
152517	Open	40824	03/04/24	04/08/24	002544 ALLEGHENY REFRIGERATION SALES, INC	\$4,240.25
7035	Open	40824	03/08/24	04/08/24	004297 CAPUTO INSURANCE AGENCY INC	\$100.00
MARCH 2024 MILEAGE	Open	40824	04/02/24	04/08/24	002925 Cherie Fleischman	\$222.78
INV00123816	Open	40824	04/01/24	04/08/24	000219 FOOD SERVICE SOLUTIONS, INC	\$571.25
3316928	Open	40824	03/26/24	04/08/24	004280 GOLD STAR FOODS INC	\$287.04
3322379	Open	40824	03/26/24	04/08/24	004280 GOLD STAR FOODS INC	\$56.16
3992306662	Open	40824	03/15/24	04/08/24	001991 KEURIG DR PEPPER	\$135.75
MARCH 20214 MILEAGE	Open	40824	04/02/24	04/08/24	004314 LILLIAN SCRUCI	\$45.83
REFUND LUNCH ACCT	Open	40824	03/19/24	04/08/24	002528 SYLENTHIA DENT-SIEBENLIST	\$23.30
679985	Open	40824	04/05/24	04/08/24	001861 TRIMARK	\$880.97
MARCH 2024	Open	40824	04/04/24	04/08/24	003979 TURNER DAIRY FARMS INC	\$8,984.25
MARCH 2024	Open	40824	04/04/24	04/08/24	002795 US FOODS, INC	\$40,701.80
Total Open				\$56,249.38		
Total Paid				\$0.00	Grand Total 12 Paid/Open Invoices	\$56,249.38

SERVICES AGREEMENT**1. Introduction**

- 1.1 *Parties.* This Services Agreement (“Agreement”) is made as of March 12, 2024 (“Effective Date”) between WORKS International, Inc. dba PublicSchoolWORKS (“WORKS” or “PublicSchoolWORKS”), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45209, and Blackhawk School District (“Customer”), having its principal place of business at 500 Blackhawk Rd., Beaver Falls, PA 15010.
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, web-based safety, regulatory compliance and risk management program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS’ safety and compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C (“Services”) to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer’s compliance with the terms of this Agreement, and in consideration of Customer’s payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Services’ website in the event of the failure of any of WORKS’ equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s daytime business activities. For unscheduled Services interruptions that adversely impact Customer’s utilization of the Services attributable to causes within WORKS’ reasonable control, as WORKS’ sole obligation and Customer’s exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer’s request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit

Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

4. Fees and Payment

- 4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days prior written notice to Customer.
- 4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.
- 4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1.5% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

5. Proprietary Rights and Confidentiality

- 5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.
- 5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS 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 WORKS and/or its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.
- 5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made

or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS 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. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Each party's obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS' sole obligation and Customer's exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer's particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.
- 6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

7. Indemnities and Liabilities

- 7.1 *Indemnification by Customer.* Except to the extent prohibited by law, Customer shall indemnify and hold WORKS and its licensors harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a)

Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace; (c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of its obligations under Section 5 above.

- 7.2 *Indemnification by WORKS.* WORKS shall indemnify and hold Customer harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of its obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.
- 7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.
- 7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

8. Term and Termination

- 8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in writing by either party at least forty-five (45) days prior to the expiration of the then-current term or in accordance with this Agreement. WORKS reserves the right to increase fees by ten percent (10%) for each renewal term in the event it is automatically renewed.
- 8.2 *Termination for Convenience.* Either party may terminate this Agreement at any time upon 90 days' prior written notice to the other. If Customer terminates this Agreement for convenience, Customer shall pay WORKS all the remaining, unpaid fees pursuant to Section 4 above.
- 8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- 8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement

or otherwise under law.

- 8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's access to the Services, upon ten days prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.
- 8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

9. Miscellaneous

- 9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.
- 9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.

- 9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.
- 9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.
- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- 9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

Blackhawk School District

WORKS International, Inc.

By: _____
 (Signature)

 (Name)

 (Title)

 (Date)

By: _____
 (Signature)

Brad Whitacre

 (Name)

Vice President, Sales & Marketing

 (Title)

 (Date)

**ATTACHMENT A
ADDITIONAL INFORMATION**

1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player ⁽¹⁾
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

(1) Due to the limitations of Adobe Flash Player and to enhance the user experience on mobile devices, WORKS is no longer publishing courses in Flash. New courses are now published in HTML5 and all existing courses are being transitioned to HTML5.

2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

**ATTACHMENT B
TERM OF SERVICES AND FEES**

The following presents the term of services, the number of users on which the pricing has been derived, the services pricing, and the payment schedule. Pricing is effective for 30 days from the date of the proposal. Pricing is subject to change with any adjustments to number of staff/users served.

Mandated Training Program and Staff Accident Management

Term:	3 years		
No. of users:	276 staff		
Implementation:	\$0 PublicSchoolWORKS' school safety program professionals advising and executing systems configuration and setup, data integration setup, district-specific programs development and implementation (including custom courses if applicable), etc.		
Annual Fees:	\$4,893 Ongoing services defined by the PublicSchoolWORKS' 6-pillar delivery model, software and content license fees, HR/SIS data integration maintenance, software hosting, delivery and improvements/upgrades, etc. – as appropriate		
Schedule:	Year 1	Jul. 2024 thru Jun. 2025	Annual fees \$4,893
	Year 2	Jul. 2025 thru Jun. 2026	Annual fees \$4,893
	Year 3	Jul. 2026 thru Jun. 2027	Annual fees \$4,893

* Staff Training = \$2,880; Staff Accident is \$2,013

ATTACHMENT C SERVICES

A. SERVICES

Attachment C defines the services and pricing for all or select programs associated with the PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools. All programs included under this contract are implemented and delivered utilizing the applicable PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section D of this attachment.

Due to the ever-improving PublicSchoolWORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the PublicSchoolWORKS' website or your Account Executive to clarify the most recent components of included products and services.

B. PRODUCTS INCLUDED

- Staff Training Management System
- Staff Accident Management System
- Compliance Task Management System (manages non-training requirements)
- Chemical Safety & Online SDS Binder
- Safety Document Library
- Staff Conduct Reporting System
- Hazard/Near-Miss Reporting System
- Parent InfoCenter
- EZMaint and ITAssist Work Order Systems

C. STARTUP NOTES

There is limited involvement of district staff to get PublicSchoolWORKS' programs up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding PublicSchoolWORKS' system access links on the district website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by PublicSchoolWORKS associated with startup include:

Systems Setup and Integration

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

Program Development and Setup

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.

- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

Course Customization (if applicable)

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

Level 1: Integration of district-specific content into PublicSchoolWORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

Level 2: Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

Level 3: Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

Safety/Compliance Documents and Program Plans

- Customization and uploading of key safety documents into the district's PublicSchoolWORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or PublicSchoolWORKS' customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

D. PublicSchoolWORKS' 6-PILLAR SERVICE MODEL

The PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the PublicSchoolWORKS' 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout the district and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The PublicSchoolWORKS' 6-pillar service model includes:

1. Program Management Coordinator (PMC)

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

2. 24/7 Staff Hotline

Providing technical support for accessing and using the PublicSchoolWORKS' software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

3. Research Experts

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices

in school safety.

4. Program Development Specialists

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the PublicSchoolWORKS' award-winning web-based software and developing custom content needed to ensure customer compliance.

5. Content

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 750+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
 - Children's Internet Protection Act (CIPA)
 - Emergency Management
 - First Aid Equipment & Supplies
 - Food Safety
 - Hazard Assessments
 - Human Resources & Employment Law
 - Information & Communications Technology
 - Operations Safety
 - Personal Productivity
 - Safe Work Practices & Job Procedures
 - School Nurse Safety
 - State-Specific Safety & Regulatory Compliance
 - Student Behavior, Intervention & Support
 - Student Safety, Wellness & Social Responsibility
 - The WORKS How-To Courses
 - Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
 - Courses delivering board policies, staff handbooks, etc.
 - District policy information added to PublicSchoolWORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
 - Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
 - District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.
 - District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
 - Bloodborne Pathogen (Exposure Control Plan)
 - Hazard Communication
 - Lockout/Tagout
 - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels

CONTRACT OF SERVICE

THIS CONTRACT OF SERVICE ("Agreement") is made and entered into by and between the **Allegheny Intermediate Unit** ("AIU"), with headquarters in Homestead, Pennsylvania, and **BLACKHAWK SCHOOL DISTRICT** (hereinafter referred to as "Educational Employer"; collectively with AIU, the "Parties").

WITNESSETH:

WHEREAS, the AIU operates a website, www.PAeducator.net, through which individuals may submit employment applications for review by prospective employers (hereinafter referred to as the "Website"); and

WHEREAS, the Educational Employer wishes to accept online applications for employment from certificated and/or noncertificated individuals through the Website; and

WHEREAS, the Educational Employer wishes to obtain, and the AIU wishes to provide the Educational Employer with, access to the Website upon the following terms and conditions.

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

1. **Effective date.** This Agreement shall be effective on the later of September 1, 2022, or upon execution by both Parties.
2. **Service Provided.** The AIU shall provide the Educational Employer with access to the Website for the purpose of reviewing and considering applications for employment from certificated and noncertificated employees ("Service"). Provided the Educational Employer is a public entity, the Service offered herein is deemed by the Parties to be a purely governmental function as it relates to the retention of employees for public governmental positions. Such access shall be provided through (an) identification number(s) and (a) password(s) assigned to the Educational Employer. The Educational Employer agrees that the assigned password and identification number shall be used solely by the Educational Employer for purposes contained herein and shall not be distributed to any other employer, organization or individual.
3. **Payment.** In consideration of its use of the Website and the Service, the Educational Employer agrees to pay the AIU a fee of **\$1,750.00** per school year, prorated at **\$440.00**, defined as the period beginning July 1 and ending June 30 of any calendar year, prorated on a daily basis for any portion of a school year, if applicable. The fee specified herein is subject to change by the AIU at the beginning of any school year following written notice to the Educational Employer by June 1 of the prior school year. The AIU shall invoice the Educational Employer annually on or before June 1 for the following school year, or upon the commencement of this Agreement if after June 1. The Educational Employer agrees to remit payment within sixty (60) days of the invoice date. Should the Educational Employer fail to remit payment in full within sixty (60) days of invoicing, the AIU may (a) apply a late payment

charge of one percent (1%) per month on any unpaid balance and/or (b) suspend the Educational Employer's access to the Website. The Educational Employer agrees that a failure or delay in invoicing shall not constitute a waiver of the right of the AIU to be paid in full for its services. Late payment charges will continue to accrue monthly regardless of whether Educational Employer's access to the Website has been terminated pursuant to 3(b) above.

4. **No Representations or Warranties.** Except as expressly set forth in this Agreement, (a) neither party to this Agreement, nor any other person on such Party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, all of which are expressly disclaimed, and (b) each Party acknowledges that it has not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided herein. The AIU makes no representations as to either the suitability for employment of individuals who submit applications through its website or the authenticity or accuracy of materials submitted by applicants. The Educational Employer acknowledges that it is solely responsible for determining applicants' suitability for employment and for verifying their qualifications and credentials.

5. **Limitation of Liability.** In no event shall the AIU be liable to the Educational Employer for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether a party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall the AIU's aggregate 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 total of the amounts paid to the AIU by the Educational Employer pursuant to this Agreement in the 12 months preceding the event giving rise to the claim.

6. **Indemnification.** The Educational Employer shall indemnify, hold harmless and defend the AIU, its Board, officers, employees and agents from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of the Educational Employer's (a) employment or nonemployment of any individual whose application it obtains through the Website and (b) misuse of information obtained through the Website including, but not limited to, (i) any violation of the privacy rights of the applicant, (ii) unauthorized distribution or use of the assigned password and identification number or (iii) discriminatory hiring practices by the Educational Employer. The Educational Employer's indemnification obligations shall survive the termination of this Agreement.

7. **Terms of Use/User Agreement and Privacy Policy.** The AIU may publish on the Website, and revise from time to time, a Terms of Use/User Agreement and Privacy Policy applicable to the Service and not inconsistent with the terms of this Agreement. The Educational Employer hereby authorizes any user(s) to whom it provides its PAeducator.net password(s) and identification number(s) to accept such Terms of Use/User Agreement and Privacy Policy. If such new or revised Terms of Use/User Agreement and/or Privacy Policy are

unacceptable to the Educational Employer, the Educational Employer may decline to accept it/them and terminate this Agreement as provided in Section 8 herein.

8. **Termination.** This Agreement may be terminated by the Educational Employer (a) at the end of any school year through prior written notice to the AIU received on or before May 31 of such school year or (b) upon the AIU's publication or revision of its Terms of Use/User Agreement and/or Privacy Policy, if the Educational Employer declines to accept it/them. This Agreement may be terminated by the AIU at any time upon written notice to the Educational Employer. In the event of termination by the AIU for any reason except an unpaid balance or by the Educational Employer following publication or revision of the Terms of Use/User Agreement and/or Privacy Policy, the Educational Employer shall be entitled to a refund of fees paid for the portion of the school year following such termination, prorated on a daily basis. Notices of termination shall be directed to the AIU Director of Human Resources and Labor Relations (if to the AIU) or to the Educational Employer's primary contact specified below (if to the Educational Employer).

9. **Miscellaneous.** This Agreement and all matters arising out of this Agreement are governed by and construed in accordance with the laws of Pennsylvania. The venue for any proceedings to enforce this Agreement shall be Allegheny County, Pennsylvania. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, may at the AIU's election be settled by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) shall be binding, conclusive and non-appealable and may be entered in any court having jurisdiction thereof. This Agreement, in addition to the Terms of Use/User Agreement and Privacy Policy, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend this Agreement except by written instrument signed by the Parties. This Agreement may be executed in counterparts.

[Signature page follows]

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

ATTEST:

ALLEGHENY INTERMEDIATE UNIT

BY: _____

Date:

ATTEST/WITNESS:

BLACKHAWK SCHOOL DISTRICT

BY: _____

Name:

Name:

Title:

Title:

Date:

Primary contact for Educational Employer (to be completed by Educational Employer):

Name:

Title:

Phone:

E-mail:

Fax:


Postal address:

[** EXTERNAL **] Re: [PAED] quote - INC-36294

Brandi Cusack <support@paeducator.net>

Wed 3/27/2024 12:59 PM

To: Missy Delmonico <delmonicom@bsd.k12.pa.us>

 1 attachments (63 KB)

BLACKHAWK SCHOOL DISTRICT Contract.docx;

CAUTION: This email originated from outside of Blackhawk School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Missy,

Your standard yearly rate would be \$1,750.00

Prorated from today until June 30th 2024 is \$440.00

This is a yearly subscription to our jobs database where you can post positions and search for certified and non-certified candidates.

The contract automatically renews every year on July 1st.

Please see the attached contract, once reviewed let me know when you're ready to proceed!

Best Regards,

Brandi Cusack

Human Resources – PA Educator

ALLEGHENY INTERMEDIATE UNIT

Please reply to this email to update your PAEducator.net support ticket.

On Wed, Mar 27 12:18 PM , Missy <delmonicom@bsd.k12.pa.us> wrote:

Hi Brandi,

We are very interested – just a couple of questions. Is this a subscription or an agreement with terms? Can you send the documentation that requires signatures so the board can review?

Thanks so much for your help!

Missy Delmonico

Secretary to the Superintendent

724-846-6600 ext 1000

From: Brandi Cusack <support@paeducator.net>

Sent: Wednesday, March 27, 2024 12:14 PM

To: Missy Delmonico <delmonicom@bsd.k12.pa.us>

Subject: [** EXTERNAL **] Re: [PAED] quote - INC-36294

CAUTION: This email originated from outside of Blackhawk School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Missy,

I was meaning have you reviewed the quote with your board or organization leaders for signatures so we can get you active on the site.

Brandi Cusack

Human Resources – PA Educator

ALLEGHENY INTERMEDIATE UNIT

Please reply to this email to update your PAEducator.net support ticket.

On Wed, Mar 27 12:04 PM , Missy <delmonicom@bsd.k12.pa.us>
wrote:

Hi Brandi, I am sorry for the delay in my response—we would love to review the quote. Is there a time that works for you?

Missy Delmonico
Secretary to the Superintendent
724-846-6600 ext 1000

From: Brandi Cusack <support@paeducator.net>

Sent: Monday, March 25, 2024 12:00 PM

To: Missy Delmonico <delmonicom@bsd.k12.pa.us>

Subject: **[** EXTERNAL **]** Re: [PAED] quote - INC-36294

CAUTION: This email originated from outside of Blackhawk School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Missy,

Did you have a moment to review the quote?

Best Regards,

Brandi Cusack

Human Resources – PA Educator

ALLEGHENY INTERMEDIATE UNIT

Please reply to this email to update your PAEducator.net support ticket.



Invoice: 41574
Invoice Date: 04/01/2024
Payment Terms: 30 Net
Due Date: 05/01/2024
PO:

475 East Waterfront Drive
Homestead, PA 15120

Bill To:

BLACKHAWK SCHOOL DISTRICT
500 BLACKHAWK ROAD
Beaver Falls, PA 15010

No.	Description	UOM	Quantity	Unit Price	Amount
1	PA Educator - Prorated	EA	1	440	440.00
Line Total					440.00
Payments					0.00
Credits					0.00
Balance Due					\$440.00

Send payment to

Allegheny Intermediate Unit
Attn: Accounts Receivable
475 East Waterfront Drive
Homestead, PA 15120

Please Make Checks Payable To :
ALLEGHENY INTERMEDIATE UNIT
with invoice number(s) noted on the check and return to the above
address.
For questions please contact : Avryle Schmitt 412-909-6727 avryle.
schmitt@aiu3.net

Special Instructions:



Mailing Address

Rubicon West LLC
Suite 1200, 121 SW Salmon Street
Portland, OR 97204

Telephone

+1 503 223 7600

Email

hello@onatlas.com

Tax ID Information

93-0987275

Payment Method

Check, Purchase Order (P.O.),
Bank Transfer or Credit Card

Blackhawk School District
500 Blackhawk Rd
Beaver Falls, Pennsylvania 15010-1410
United States

Dear Marianne,
Thank you for your interest in a 2-year Atlas quote. Please take a moment to review the formal quotation below.

Sincerely yours,
Kari Reynolds
February 7, 2024

Recurring Services	Students	Annual Fee (USD)
Atlas Subscription and Premium Support AtlasLesson (added in 2025) March 25, 2024 - March 24, 2026 2 years paid up-front 5% discount applied	2305	18,976.00

Total Annual Recurring Fee 18,976.00

Services Start Date: March 25, 2024

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("the Quotation") is an offer, valid through March 25, 2024. Your signed acceptance must be received before this date, to complete the contract.

The Services provided to the School under this Quotation are subject to the Services Agreement signed between Rubicon West LLC and the School, which is governed by the Terms & Policies including those available at <https://www.onatlas.com/terms>.

By signing below, the School agrees to be bound by all terms referenced herein:

Chris Guthrie

Chris Guthrie
Director of Accounts - Americas
Rubicon West LLC
Date: Mar 27, 2024

Dr. Johanna Vanatta
Superintendent
Blackhawk School District
Date:

*Ali. of C.I. - OK M. LeDoux
04/02/2024
AGN # 6869*



Blackhawk

School District

FIELD TRIP REQUEST

Title of Field Trip: Senior Class Field Trip Date of Field Trip: 5/24/2024

Location of Field Trip: Cedar Point in Sandusky, OH

Name of Class/Group: Class of 2024 Number of Students: 100

Name of Sponsoring Teacher: Heather McCowin

Name of other District Chaperones: Mel Woodward, Rick Ford, Bryan Vitali or TBD

Educational Value: Last chance to bond with their classmates before graduation.

Transportation Cost:	\$ <u>3000</u>	
Substitute Cost (\$150 per day)	\$ <u>450</u>	
Registration Cost	\$ <u>50</u>	
Other District Expenses	\$ _____	(Explain below)
TOTAL DISTRICT COST	\$ <u>450</u>	

District Expenses Budgeted Yes No

Total Student Cost \$ 65

Other District Expenses The cost (excluding substitutes) is covered completely by the students and the class of 2024 activity account.

Sponsor Teacher Signature Heather McCowin Date submitted to Supervisor 3/20/2024

Supervisor Signature [Signature] Date submitted to District Office 3-21-24

Please submit at least 7 days prior to the Work Session



Blackhawk
School District

FIELD TRIP REQUEST

Title of Field Trip: Chamber Orchestra community performance Date of Field Trip: 5/1/2024

Location of Field Trip: Lakeview Personal Care Home

Name of Class/Group: chamber orchestra Number of Students: 4

Name of Sponsoring Teacher: Lisa Orr

Name of other District Chaperones: _____

Educational Value: students will do some community outreach, playing for residents of a retirement home

Transportation Cost:	\$ _____
Substitute Cost (\$150 per day)	\$ _____
Registration Cost	\$ _____
Other District Expenses	\$ _____ (Explain below)
TOTAL DISTRICT COST	\$ <u>0</u>

District Expenses Budgeted Yes No

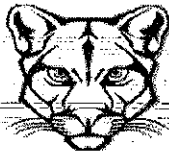
Total Student Cost \$ 0

Other District Expenses use of the school van

Sponsor Teacher Signature Lisa N. Orr Date submitted to Supervisor 3/19/24

Supervisor Signature [Signature] Date submitted to District Office 3-19-24

Please submit at least 7 days prior to the Work Session



Blackhawk School District

FIELD TRIP REQUEST

Title of Field Trip: 32 Annual Sixth Grade Spelling Bee Date of Field Trip: May 15, 2024

Location of Field Trip: Western Beaver Co. Jr. Sr. High School

Name of Class/Group: Sixth Grade ELA Number of Students: 2

Name of Sponsoring Teacher: Barb Mallozzi, MaryBeth George, or Heather McCalla

Name of other District Chaperones: _____

Educational Value: Sixth Graders will represent HMS as our champion spellers and have an opportunity to earn 1st, 2nd, or 3rd place monetary prizes.

Transportation Cost:	\$ <u>none - school van</u>	
Substitute Cost (\$150 per day)	\$ <u>150</u>	
Registration Cost	\$ <u>0</u>	
Other District Expenses	\$ <u>0</u>	(Explain below)
TOTAL DISTRICT COST	\$ <u>150</u>	

District Expenses Budgeted Yes No

Total Student Cost \$ 0

Other District Expenses 0

Sponsor Teacher Signature: Barb Mallozzi Date submitted to Supervisor: 3-15-24
 Supervisor Signature: [Signature] Date submitted to District Office: 3.18.24

Please submit at least 7 days prior to the Work Session



Blackhawk School District

CONFERENCE REQUEST

Employee Name (s) Mike Arbogast - others attending attached Building BIS,PPS,BHS

Meeting / Event Techniques for children with emotional and behavioral problems Location In district

Date (s) May 15, 2024

Educational Value Seminar focused on successful methods for treating children with emotional and behavioral problems.

Transportation Cost:	\$	_____
Substitute Cost (\$150 per day)	\$	<u>450</u>
Registration Cost	\$	<u>1449</u>
Meals	\$	_____
Lodging	\$	_____
Other District Expenses	\$	_____ (Explain below)
TOTAL DISTRICT COST	\$	<u>1899</u>

District Expenses Budgeted Yes No

Other District Expenses Sub cost budgeted

Teacher Signature *Mike Arbogast* Date submitted to Supervisor 3/13/24

Supervisor Signature *Jed Beren* Date submitted to District Office 3/14/24

Please submit at least 7 days prior to the Work Session

Additional staff attending the webinar – “Over 75 quick on the spot” techniques for children and adolescents with emotional and behavioral problems.

Jordyn Pettigrew

Abbey Richards

Jocelyn Carr

Curtis Covert

Lauren Domencic

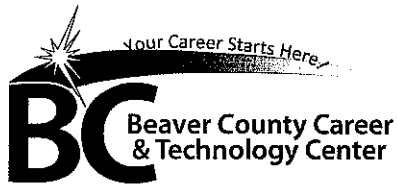
Zachary Wallace

Marcee Evans

Abbey Richards

Bob Abel

Mariah Brown



145 Poplar Avenue • Monaca, PA 15061
(724) 728-5800 • fax: (724)-775-2299
www.bcctc.org

Memorandum

To: All Beaver County School Superintendents

From: Laura DelVecchio
Administrative Director

Date: April 5, 2024

Re: **2024-2025 Beaver County Career & Technology Center
General Fund Budget**

The enclosed Beaver County Career & Technology Center's General Fund Budget for the 2024-2025 school year is presented in accordance with the School Laws of Pennsylvania. The 2024-2025 budget is in the amount of \$7,546,214.00. This represents an increase of \$630,515.00 (9.1%) from 2023-2024.

The budget includes 3 (FTE) new positions. New positions are a Marketing and Public Relations Specialist, Cosmetology Instructor and Welding Instructor. The additional instructors are being added as a result of the expansion of both the Cosmetology and Welding programs.

The 2024-2025 Beaver County Career & Technology Center General Fund Budget must be adopted by the affirmative vote of two-thirds (2/3) of the participating school districts and a majority vote of all the School Directors of the participating school districts to become official. Once action is taken at your local school level, please have your School Board Secretary either mail the properly executed Resolution BCCTC 2024-2025 to the Beaver County Career & Technology Center or e-mail it to lprodonovich@bcctc.org.

I would like to express my personal and sincere appreciation to the Beaver County Career & Technology Center's Joint Operating Committee members, and our local school district superintendents, for their continued cooperation in providing our school with an excellent career and technical education program. We are confident that our 46th year of operation will be as successful as the last 45 years.

LD: lap

Participating School Districts

Aliquippa School District•Ambridge Area School District•Beaver Area School District•Big Beaver Falls Area School District•Blackhawk School District
Central Valley School District•Freedom Area School District•Hopewell Area School District•Midland Borough School District•New Brighton Area School District
Riverside Beaver County School District•Rochester Area School District•South Side Area School District•Western Beaver County School District

Book Policy Manual
Section 800 Operations
Title District Social Media
Code 816
Status
Legal 1. 24 P.S. 510

2. Pol. 815
 3. Pol. 913
 4. Pol. 103
 5. Pol. 104
 6. Pol. 911
 7. Pol. 113.4
 8. Pol. 216
 9. Pol. 814
 10. 20 U.S.C. 1232g
 11. 34 CFR Part 99
 12. 42 U.S.C. 12101 et seq
 13. 29 U.S.C. 794
 14. 28 CFR 35.160
 15. Pol. 103.1
 16. Pol. 824
 17. 24 P.S. 1122
 18. 24 P.S. 2070.1a et seq
 19. 22 PA Code 235.1 et seq
 20. U.S. Const. Amend. I
 21. Pol. 317
 22. Pol. 320
 23. 24 P.S. 1303.1-A
 24. 47 U.S.C. 254
 25. Pol. 218
 26. Pol. 220
 27. Pol. 235
 28. Pol. 249
 29. Pol. 317.1
- Knight First Amendment Inst. at Columbia Univ. v. Trump, 928 F.3d 226 (2d Cir. 2019)
- Davison v. Randall, 912 F.3d 666 (4th Cir. 2019)
- Garcetti v. Ceballos, 547 U.S. 410 (2006)

Mike Campbell v. Cheri Toalson Reish, 986 F.3d 822 (8th Cir. 2021)
Pickering v. Board of Education, 391 U.S. 563 (1968)
Connick v. Myers, 461 U.S. 138 (1983)
Rankin v. McPherson, 483 U.S. 378 (1988)
Pol. 801

Purpose

The purpose of this policy is to establish the process and standards for approval and operation of district-owned social media account.

Definitions

Social media - a category of Internet-based resources that integrate user-generated content and user participation to share information, ideas, personal messages and other content, including photos and videos. Social media includes **social networks**, which are online platforms where users can create profiles, share information and personal messages, and connect with others.

District-owned social media account - a social media account, regardless of platform, that is approved by the Board and operated by a designated district employee(s), and is designed to further the educational mission of the district by providing information to the school community and general public.

Personal social media account - a social media account, regardless of platform, that is attributed to and operated by an employee, individual school director or student for personal use and is not approved by the Board as an official communications channel of the district.

Designated public forum - created when a district-owned social media account is intentionally opened for use by the public as a place for expressive activity where members of the public may communicate, post or comment on information, subject to viewpoint neutral rules designated by the Board. In terms of social media, this would include the ability of public users to comment on or reply to social media posts, pictures, or videos.

Nonpublic forum - created when a district-owned social media account enables members of the public to read and receive district information, but the district has not designated opportunity for expressive activity by the public, and no commenting or posting of information by members of the public is permitted. In terms of social media, the ability to comment, post or reply is disabled on the district's account for public users.

Authority

The Superintendent or Designee ~~Board~~ shall approve all official social media accounts created and/or maintained as district- owned accounts.[1]

All district-owned social media accounts shall display the official name and logo or name and likeness of the individual district school.

Organizations supporting Blackhawk students, programs, athletics or activities, may establish social media accounts that are not district-owned accounts with the approval of the Superintendent or designee. Although these accounts are not affiliated with the Blackhawk School District, they are required to follow the same rules of district-owned social media accounts. Each account name, username or handle, and administrator(s) of

the account must be on file and up to date with the Director of Athletics.

~~{ x } including social media accounts for individual schools within the district.~~

~~All district-owned social media accounts shall display the official name and~~

~~{x } logo~~

~~{x } seal~~

~~{x } mascot~~

~~of the district.~~

~~{x } or the individual district school.~~

The Board establishes that district-owned social media accounts may operate as a **designated public forum**, where the public may comment and interact with information posted by the district, subject to the Board's established rules. **This would extend to any school director accounts where the school director is posting in their capacity as a board member.**

~~{x } The Board establishes district-owned social media accounts as a **nonpublic forum** and directs school staff to disable functions allowing public users to comment or post information on district-owned social media accounts.~~

The Board approves the following rules for public interaction with district-owned social media accounts and directs staff to post this information on the district website and all social media accounts:

The district encourages community members to respond to posts and share comments that are constructive and courteous toward the school community. Statements and opinions expressed by visitors to the account do not reflect the opinions of the district. Questions regarding information should be directed to the building principal or to the Superintendent's office for district-wide information. ~~The district shall review comments and may remove comments which:~~

Comments and posts containing any of the following shall not be permitted on any district-owned social media account or any social media account of an organization supporting the district and are subject to removal and/or restriction:

- **Confidential information**
- **False or libelous statements**
- **Profane, vulgar, harmful to minors or obscene, violent or pornographic images, content and/or language**
- **Hate speech directed at a protected class of individuals, in accordance with Board policy on discrimination and harassment**
- **Threats or personal attacks on individuals in the school community**
- **Solicitation of for-profit commerce including but not limited to advertising of any business or product for sale**
- **Conduct in violation of any federal, state or local law**
- **Promote, suggest or encourage illegal activity or incite violence**
- **Information that compromises the safety or security of the public or public systems**
- **Content that violates a legal ownership interest, such as copyrighted, branded or trademarked materials**
- **Are spamming in nature (same comment posted repeatedly)**
- **This includes but is not limited to memes, emojis or symbols reflecting any of the above**

- ~~1. Are profane, vulgar, harmful to minors or obscene, in accordance with Board policy.[2]~~
- ~~2. Contain threats or contain personal attacks on individuals in the school community.~~
- ~~3. Promote, suggest or encourage illegal activity or incite violence.~~
- ~~4. Promote or endorse commercial products, services or businesses.[3]~~
- ~~5. Contain confidential information.~~
- ~~6. Contain false or libelous statements.~~
- ~~7. Contain hate speech directed at a protected class of individuals, in accordance with Board policy on discrimination and harassment.[4][5]~~
- ~~8. Are spamming in nature (same comment posted repeatedly).~~

Delegation of Responsibility

The Board designates the Superintendent or designee

~~{ } Communications Director~~

~~{ } Director of Technology~~

~~{ } Other _____~~

to oversee all district-owned social media accounts and serve as the primary contact person for district-owned social media accounts.

The Superintendent or designee shall notify students and staff about this policy through employee and student handbooks, posting on the district website and by other appropriate methods.

All district staff assigned to monitor and maintain district-owned social media accounts shall ~~receive training on:~~

- Regularly review district-owned social media accounts, in coordination with the district's chief communications representative, to update, remove and/or correct information.[6]
- Comply with confidentiality provisions of student and staff information, in accordance with applicable law, regulations and Board policy and administrative regulations.[7][8]
- Monitor content for confidentiality and intellectual property violations, document potential violations, and notify appropriate district staff to consider further action.[7][8] [9]
- Monitor content for web accessibility standards and respond to public requests for accommodations.[2][4][5]
- Monitor public comments and respond, where appropriate, with clarification or redirection to additional information.
- Monitor public comments according to the Board's established rules, document potential violations, and notify appropriate district staff to consider further action. ~~Staff shall be provided training to assess comments in a viewpoint neutral manner, based on the Board's approved rules, regardless of the specific subject matter of comments.~~

The Board authorizes designated district staff maintaining district-owned social media accounts to remove individual posts or comments by public users that violate the established social media rules of this policy. The Board directs that review and consideration of posts or comments shall not discriminate on the basis of content or viewpoint, and staff must always be able to articulate the reason for removing a specific post, in accordance with Board policy. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions. Posts and comments may not be removed solely because they are critical of the district or district leadership, because they promote an unpopular opinion, or because of their viewpoint of the post or comment otherwise complies with the established social media rules.

Designated district staff may not block users from accessing or commenting on district-owned social media accounts unless the outside account is identified as a security or system threat or spam account. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions.

Guidelines

Posting of Personally Identifiable Information

The Board authorizes posting of student images in photos or videos depicting the educational process or school-related events on district-owned social media accounts, unless the students' parents/guardians have opted out of sharing directory information under the Family Educational Rights and Privacy Act and Board policy.[7][8][10][11]

~~{ } or have declined to sign and return the district's notice of photography permission form.~~

~~The Board prohibits posting of other personally identifiable information of students on district-owned social media accounts without the consent of the parent/guardian, in accordance with applicable law, regulations and Board policy and administrative regulations.[7][8]~~

~~The Board prohibits posting of staff images in photos or videos when a staff member has submitted a request to the Superintendent or designee that their image not be posted publicly online.~~

~~{x } The Board directs district staff to post images and information to social media accounts in a manner that protects the safety and security of students and staff, such as posting images without identification.~~

Accessibility

The Board directs district staff who maintain district-owned social media accounts to post content that is accessible to individuals with disabilities, to the greatest extent possible based on the limitations of the platform. This shall include, but is not limited to:[4][5][12][13][14][15]

- Including alternate text descriptions or captions for images.
- Including captions for video content.
- Avoiding text that is posted as an image.
- Creating links and attachments in formats that are accessible to screen readers and other assistive technology.
- Formatting text so that it is accessible to screen readers and other assistive technology.

All district-owned social media accounts shall contain clear contact information that may be used by members of the public to request accommodations or assistance.

Intellectual Property Rights

The illegal use of copyrighted, branded or trademarked materials or trade secrets is prohibited on district-owned social media accounts. All content shall be subject to copyright fair use guidelines and applicable laws, regulations and Board policy and administrative regulations.[9]

Connecting with Other Social Media Accounts

~~Content or information posted to district-owned social media accounts shall not be connected to other social media accounts through linking or tagging if the outside account is for a commercial application, product or service and the district or its employees would receive financial or other compensation as a result of the connection.~~

~~{x } When an official Board-approved corporate sponsorship or partnership includes connecting with the sponsor on district-owned social media accounts through linking or tagging, such connections shall be addressed in accordance with the provisions of the approved contract or partnership.~~

~~District-owned social media accounts shall not be connected to social media accounts of individual students through linking or tagging.~~

District-owned social media accounts may be connected through linking or tagging to social media accounts of parent-teacher organizations, district-related booster organizations or similar school-related groups when the content or information has been reviewed and approved by the district's chief communications representative.

Personal Social Media Accounts

The district shall not authorize, endorse or participate in posting on private social media accounts of individual school directors or school employees.

School directors and employees are strongly encouraged to use privacy settings on social media accounts and to clearly identify that it is their personal social media account and that it does not officially represent the Board or district.

In accordance with Board policy establishing professional boundaries, school employees should only communicate with students through district-provided communication devices or platforms, and shall not follow, accept or make requests to connect or be friends with current students on personal social networking or social media platforms.[16]

The district respects employees' freedom of expression. The district does not actively monitor personal social media accounts of current school employees; however, the district reserves the right to address employees' job-related speech or employee speech posted on social media that has the potential to affect the district's operations. Speech that takes place off-site and on an employee's own time, including posting on personal social media accounts, may be addressed if the district establishes that the employee's expression infringed on the interests of the district in promoting the efficient and effective functioning and educational purpose of the district. If employee speech or expression would violate law or Board policy in a traditional forum, it is also prohibited in an online forum. When an employee speaks as a citizen on a matter of public concern, the district shall consult with the school solicitor in determining the appropriate course of action, in accordance with applicable law, regulations and Board policy.[17][18][19][20][21][22]

Student use of personal social media accounts shall be addressed in accordance with applicable Board policies and administrative regulations related to student conduct, expression and students' individual rights and responsibilities. In accordance with Board policy, the district shall provide education on network etiquette and appropriate online behavior for students, including interaction with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.[2][4][23][24][25][26][27][28]

The Blackhawk school district advocates for the responsible utilization of social media among its student body, emphasizing the cultivation of good digital citizenship practices. It is paramount that our students understand the value of technology and wield it responsibly. In alignment with these principles, the district mandates that social media usage during regular school hours is strictly prohibited. By adhering to this policy, students are encouraged to prioritize academic engagement and foster meaningful face-to-face interactions within the school community.

Consequences

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with applicable law, regulations and Board policy and administrative regulations.[16][21][29]

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