



Brian Golembiesky
5500 Corporate Dr.
Pittsburgh, PA 15237
7/24/2017

Dear School Official:

Please find enclosed a copy of your contract for the 2017-2018 school year. It is critical that we receive a signed copy of the contract back **no later than August 31, 2017**. Please send the contract to my attention at 5500 Corporate Dr. Suite 400 Pittsburgh, PA 15237. We will mail back a fully executed contract to the authorized school official.

If you have any questions, feel free to contact me at (412) 872-9426.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Golembiesky', written over a faint horizontal line.

Brian Golembiesky
Director of Finance Operations

Enclosure

RECEIVED

JUL 28 2017

Special Education &
Pupil Services
Departments

PRESSLEY RIDGE DAY SCHOOL AUTISM CONTRACTUAL AGREEMENT

This Contractual Agreement (hereinafter "Agreement") is made and entered into in Pittsburgh, Pennsylvania this _____th day of July 2017, between the "Plum Borough School District" (hereinafter referred to as "SD"), and PRESSLEY RIDGE, 530 Marshall Avenue, Pittsburgh, Pennsylvania, 15214 (hereinafter jointly referred to as the "Parties") for the 2017-2018 school year, and created and existing pursuant to Act No. 102 of 1970, P.L. 311 (24 P.S. Sec 9-951, et seq.).

WITNESSETH

WHEREAS, Pressley Ridge is licensed by the Pennsylvania State Board of Private Academic Schools as Special Education Schools (55 Pa. Code § 3270.16) or an Approved Private School providing services in the following:

- a. Emotional Support
- b. Deaf and Hearing Impaired Support
- c. Autistic Support

WHEREAS, SD desires to secure the services of Pressley Ridge as explained in the attached program specific description:

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

1. SD does hereby engage Pressley Ridge to render Special Education Services to any and all students enrolled in our school from said SD.
2. The transportation for these students, if necessary, is not included in this contract, other arrangements for transportation are to be made through the student's school district.
3. Pressley Ridge agrees to provide an Extended School Year Program (ESY) in their facility for all eligible students. This program is to be in compliance with the Armstrong v Kline Decision mandating an extension of the school year for students with disabilities who meet the criteria of need set forth in the above mentioned decision. Educational programming provided shall be required to fill these needs in accordance with the Individualized Educational Program's (IEP'S).
4. Pressley Ridge will invoice SD on a semester basis for all students enrolled at a semester rate per student of Twenty Four Thousand Nine Hundred Seventy Seven and 70/100 Cents (\$24,977.70). For students who require an additional one-on-one aide, there will be an additional per semester charge of Nineteen Thousand Dollars and 00/100 Cents (\$19,000).
5. Pressley Ridge will invoice SD on a semester basis for any students enrolled in ESY at a summer rate of Two Thousand Three Hundred Fifty Dollars and 00/100 Cents (\$2,350). If a student does not attend ESY, the amount will be refunded in full. For students who require an additional one-on-one aide, there will be an additional annual charge of Three Thousand Three Hundred Dollars and 00/100 Cents (\$3,300).
6. SD is required to submit full payment for all students within sixty (60) calendar days of the date of invoice. A late payment fee of One Hundred Dollars (\$100.00) per student per month will be assessed starting when an invoice is more than thirty (30) days overdue.

- a. If any amount owed to Pressley Ridge is not paid in full within ninety (90) calendar days of the date of invoice, Pressley Ridge will discharge the student to the SD without further obligation.
 - b. SD agrees and acknowledges that Pressley Ridge shall be entitled to collect from SD the reasonable costs incurred by Pressley Ridge (including, but not limited to, attorneys' fees) in connection with the collection of any past-due amounts owed pursuant to this Agreement.
7. SD shall be obligated to pay for all services provided by Pressley Ridge pursuant to this Agreement through and including the earlier of (a) the date the student is discharged to SD for nonpayment; (b) the termination of services to the student as provided in paragraph 6, below; or (c) the completed transition of the student to a different facility or school pursuant to a change in placement pursuant to a valid IEP.
8. The obligation of Pressley Ridge to provide services to a specific student may be terminated at its sole discretion, for reasons including but not limited to completion of the students' goals. Pressley Ridge will either provide the SD thirty (30) days' notice or will notify the SD at the Multi-Disciplinary Team (MDT) Meeting in which all parties will be present. In the event that services are terminated, Pressley Ridge shall be compensated for its services on a pro-rated basis through the date of termination, and the SD shall not owe any additional amounts for the remainder of the semester. Pressley Ridge reserves the right to convene an emergency MDT meeting in the event of special circumstances.
9. In performing this contract, Pressley Ridge shall be a contractor and not an agent of the County DHS or SD.
 - a. Pressley Ridge shall keep in force and maintain public liability, person liability, property damage and workman's compensation insurance, insuring Pressley Ridge and its agents and employees who may be acting pursuant to this agreement, against any and all claims which may arise out of the performance under the terms, conditions and provisions of this Agreement.
 - b. Pressley Ridge shall comply with all applicable rules and regulations with respect to prohibition against discrimination because of sex, handicap or disability, color, race, age, national origin, as prohibited more specifically by inter alia Pennsylvania Human Relations Act, title VI and VII of Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973."
 - c. The SD shall, at all times, remain obligated to comply with all applicable state and federal laws pertaining to access, education, and privacy of the student, including but not limited to the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq. (the "IDEA"), the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (the "Rehabilitation Act"), and similar. Pressley Ridge does not assume any statutory obligation or liability of County DHS or SD to any student by virtue of this Agreement.
10. SD agrees that it, through its employees or representatives, will never disparage the services or otherwise impugn Pressley Ridge, its Board of Directors, its employees or its clients.

11. SD represents and warrants that it has the requisite authority under state and federal law to enter into this Agreement and to fully perform its obligations hereunder.
12. SD represents and warrants that it has sufficient funds available to satisfy its obligations pursuant to this Agreement.
13. This Agreement shall be construed under the laws of the commonwealth of Pennsylvania, County of Allegheny.
14. This Agreement shall automatically renew for the succeeding school year unless terminated by Pressley Ridge pursuant to paragraph 6 or 8 above, or upon thirty (30) calendar days advance written notice delivered to Pressley Ridge by the SD.
15. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision shall be revised by agreement. If no agreement is reached, a court of competent jurisdiction shall revise the provision so as to give it full force and effect under applicable law and the balance of the Agreement shall be enforceable in accordance with its terms.
16. This Agreement constitutes the entire agreement between the parties, pertaining to the subject matter hereof, and supersedes all prior representations and agreements, whether oral or written, pertaining to the subject matter hereof, and cannot be modified, changed, waived or terminated except by a writing signed by Pressley Ridge and SD. No course of conduct or trade custom or usage will in any way be used to explain, modify, amend or otherwise construe this Agreement.
17. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of executed signature pages by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.
18. Except with respect to Pressley Ridge's obligation to provide services and County DHS and SD's obligation to pay, the terms of this Agreement survive the termination of the Parties' engagement.
19. Pressley Ridge reserves the right to increase rates, from paragraphs 4 and 5 above, on an annual basis.

IN WITNESS WHEREOF, the Parties have voluntarily and with full knowledge executed this Agreement the date and year first above written.

BY:

Brian Golembiesky
Director of Finance Operations
Pressley Ridge

Name:
Title:
School District: