



Adelphoi Education

A SERVICE OF

Adelphoi USA

☒ **Administrative Office**

1119 Village Way

Latrobe, PA 15650

Phone: 724-520-1111

Fax: 724-520-1878

☐ **Business Office**

354 Main Street

Latrobe, PA 15650

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www.adelphoiusa.org

April 30, 2013

Dr. Timothy Glasspool
Superintendent
Plum Borough School District
900 Elicker Road
Plum, PA 15239

Dear Dr. Glasspool:

RE: Elementary Special Education Agreement for Services with Adelphoi Education

Enclosed are two Elementary Special Education Agreements between Plum Borough School District and Adelphoi Education, Inc. for the 2013-2014 school years.

This contract will only become active when and if a student is enrolled in this elementary program. By executing this agreement, there is no commitment to enroll students in this program, but we have found in the past that when a student needs special programming it is better to have the agreement in place rather than wait for board approval after a need is determined.

As required, I have signed these documents as Chief Operating Officer. Please return one fully executed document, at your convenience, for our files.

You may contact me at 724/804-7015 or Judy Rutter at 724/804-7014.

We look forward to working the Plum Borough School District this coming year.

Sincerely,

Rebecca Costello
Chief Operating Officer

RC/kf
Enclosure

Special Education Placement Agreement
for Elementary School Services

Official public school name: Plum Borough School District

Official approved private provider name: Adelphoi Education, Inc.

AND NOW, this first day of July, 2013, Adelphoi Education, Inc. (Hereinafter "AEI") with a principal place of operations located at 1119 Village Way, Latrobe, PA 15650 and the Plum Borough School District (Hereinafter "School Entity") enter into this Special Education Placement Agreement as follows:

WHEREAS, AEI operates an approved private academic elementary program and special education program for socially/emotionally disturbed and learning disabled students and has been since January 20, 2004; and

WHEREAS, School Entity and AEI have entered into a contractual arrangement, as further described herein, wherein School Entity will have certain placement rights regarding eligible students that School Entity desires to place into the AEI elementary school special education services; and

NOW THEREFORE, in accordance with the aforesaid recitals, AEI and School Entity, intending to be legally bound, agree as follows:

1. **DEFINITIONS**: The following definitions apply regarding the text of this Agreement:
 - a. **"TERM"**. For purposes of this Agreement, "Term" shall be defined as the 2013-2014 school year.
 - b. **"PROGRAM"**. For purposes of this Agreement, "Program" shall be defined as the AEI Elementary School Program located at:

Norwin Elementary Education
15020 Ardara Road
North Huntingdon, PA 15642

c. **"PUBLIC SCHOOL"**. For purposes of this Agreement, "PUBLIC SCHOOL" shall collectively be defined as all schools of the School Entity, acting by and through their authorized employees, agents and representatives;

d. **"STUDENT"**. Student shall be defined as a male or female in grades 1-6 at School Entity who have been referred by appropriate school personnel and deemed appropriate for services outside the school district.

2. **COST/PAYMENT**: School Entity shall compensate AEI for the program services rendered to students as follows:

a. under the terms of this Agreement.

b. For all other students placed by School Entity into AEI's Elementary School Program, School Entity shall pay AEI the sum of \$155.50 per student/per each day of enrollment.

c. Authorized student absences, trancies, and unexcused absences lasting ten (10) days or less will be invoiced in accordance with the standard charge. Absences lasting beyond the ten (10) day limit will be invoiced in accordance with the wishes of the School Entity. AEI will contact the School Entity before the end of the ten (10) day period to determine the course of action. AEI services beyond ten (10) days will NOT continue unless the School Entity is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from AEI.

d. AEI shall invoice School Entity on a monthly basis for the student's per diem cost. School Entity agrees to issue payment for all appropriate costs within thirty (30) days following each invoice date during the term of this Agreement.

3. **DURATION**: This Agreement shall be for the duration of the current school year, or until

a. The Agreement is terminated by the School Entity pursuant Paragraph 20, herein.

b. The Agreement is terminated by AEI pursuant to Paragraph 21, herein.

4. COMPLIANCE – FEDERAL OR STATE LAWS:

During the entire term of this Agreement, AEI and School Entity warrant to each other that they shall both be and remain in compliance with the Individuals with Disabilities Education Act and the Pennsylvania Special Education Regulations.

5. FACILITIES / ENVIRONMENT HEALTH AND SAFETY:

a. AEI warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and the County within which the facility is located, and that said facility has been approved by the Licensing and Inspection Bureau of the County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.

b. AEI shall provide to School Entity upon written request, any original licenses for review.

c. AEI warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.

d. AEI warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. AEI has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

6. SCHOOL FOOD SERVICE:

AEI shall provide all food service via contracted services (through student payment sources) and shall meet all state and local statutes regarding food safety, inspections, and sanitation.

7. STAFFING:

- a. AEI warrants that all members of its staff are of good moral character and are at least 21 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.
- b. AEI warrants that all employees and members of its staff are citizens of the United States of America.
- c. AEI warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information checks, including Federal Fingerprinting Requirements, Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse.

8. STUDENT ATTENDANCE:

- a. School Entity warrants that it shall maintain records of student attendance. The specific method for maintaining attendance records shall be by daily physical check of each student through AEI's administrative and teaching staff. Documentation of said daily physical check in a written attendance log shall be kept on file at AEI, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

9. STUDENT AND PROGRAM RECORDS:

- a. AEI warrants that during the entire term of this Agreement, School Entity shall receive monthly written progress reports. The written progress reports shall include subject information, progress information, grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.
- b. AEI and School Entity, their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

10. TRANSPORTATION:

School Entity will be responsible for transportation of said students to AEI in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

11. REQUIREMENTS UNDER SAFE SCHOOLS:

a. AEI warrants that its Elementary School Program complies with all provisions of Article XIII-A of the School Code as follows:

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by AEI's administrative staff immediately. The student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by AEI's administrative staff and the School Entity, and a written report shall be completed by AEI. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the AEI educational facility, shall be processed and handled in compliance with 24 P.S. 13-1307-A.

AEI shall follow the School Entity's Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the AEI educational facility.

12. SCHOOL HEALTH SERVICES:

Student Health Services will be provided jointly by the School Entity and AEI. AEI employs a Registered Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with School Entity by the date of admission. Additional health services as required by the PA School Code will be jointly shared.

13. ACADEMIC STANDARDS AND ASSESSMENTS:

AEI warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics.

14. SPECIAL EDUCATION SERVICES AND PROGRAMS:

AEI and the School Entity will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program and the referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by AEI or cannot be provided by AEI during the period of enrollment will be the responsibility of the School Entity and the student shall be considered as a "dual enrollment" under applicable law; (d.) once a Special education Student is enrolled, AEI will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school, who will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. AEI agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

15. PERIODIC REVIEW OF STUDENTS:

The School Entity and AEI shall together ensure that a review committee reviews each student for return to the School Entity, at a minimum, at the end of every semester.

16. CHALLENGES:

AEI confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the AEI Elementary School Program. The School Entity and its Board of School

Directors shall not be liable for any activity or operation related to the AEI Elementary School Program.

17. HOLD HARMLESS/INDEMNIFICATION:

AEI and the School Entity agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the AEI Board of Directors, Officers, Shareholders and School Entity Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the School Entity fails to fulfill any term, covenant or condition of this Agreement, School Entity agrees to hold AEI harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding AEI's failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the School Entity to be a Defendant in litigation by a third party, AEI agrees to hold the School Entity harmless and indemnify the School Entity including costs and attorney fees.

18. INSURANCE:

AEI will carry liability insurance for its employees and the program. A Class "A+" Liability Insurance Policy shall be purchased by AEI carrying an Aggregate Limit of \$3,000,000.00. A copy of the liability coverage is available to the School Entity upon request.

19. INSOLVENCY OF SCHOOL ENTITY:

If the School Entity is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of AEI and all payments for services rendered as required hereunder shall become automatically due and payable to AEI within ten (10) days. If said payment is not received, all School Entity students and related records shall not be entitled to continue to be educated at AEI and said records shall be forwarded by AEI. If said payment is received, the educated School Entity students shall be entitled to remain for the remainder of the applicable Term.

20. TERMINATION – SCHOOL ENTITY:

AEI agrees that the School Entity retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty-day opportunity to cure said default by AEI.

21. TERMINATION – APPROVED PRIVATE PROVIDER:

AEI retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by School Entity for any of the following reasons:

- a. One or more material violations of this Agreement;
- b. Failure to timely comply with AEI's requests for information regarding any student, or failure to cooperate with AEI staff regarding procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any AEI invoice when due;
- d. Violations of any provisions of state or federal law from which the School Entity has not been exempted; School Entity or their Board of School Directors has been indicted for and convicted of fraud.

22. ASSIGNMENT:

AEI agrees that this Agreement may not be assigned or transferred by AEI or School Entity and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the School Entity.

23. COMPLIANCE:

AEI agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

24. SEPARABILITY:

AEI agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the

remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

25. JURISDICTION AND VENUE:

This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania.

26. MISCELLANEOUS:

This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below.

Adelphoi Education, Inc
1119 Village Way
Latrobe, PA 15650

Plum Borough School District
900 Elicker Road
Plum, PA 15239

27. ENTIRE AGREEMENT:

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by AEI in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by AEI shall be construed, respectively, to be a waiver of AEI's rights or to represent any agreement by AEI to undertake or perform such act or matter thereafter.

28. NONDISCRIMINATION:

AEI agrees that it will abide by all Federal and State laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, or need for special education services.

Plum Borough School District

BY _____

Dr. Timothy Glasspool
Superintendent

Date

Adelphoi Education, Inc.

BY Rebecca Costello

Rebecca Costello
Chief Operating Officer

May 2, 2013

Date