

Contract:

Grade Point Resources and Plum Borough School District

The parties agree to the terms and conditions listed below:

1.1 Scope of Service and Costs: Grade Point Resources will perform the services described in Exhibit A. Plum Borough School District will perform the services in Exhibit B.

1.2 Program Costs:

Contract includes six special education classrooms, (each with one teacher and one classroom assistant).

Note: *An intensive learning support classroom (ILS) with a teacher and four paras has been included, in addition to the classroom assistant. Two additional floater paras, a social skills teacher, and a music teacher are also added for a total of 20 staff, materials, and supervision costs. Program cost is \$62,000 for up to and including 54 students (9 per class).

Should the district request additional para support, the cost will be \$1,500 per para. In the event a para is hired after the program has begun, the cost of the para will be prorated on a daily basis. Program cost is all inclusive (includes all student materials, food costs, payroll costs, liability, and worker's comp. insurance). Program cost does not include transportation (see Exhibit B.)

If district desires to contract Grade Point for in-home instructors for children not attending ESY, the rate is \$35 per hour.

1.3 Payments: Plum Borough School District will make payments according to the following schedule:

A. Invoices:

1. Grade Point Resources will submit to Plum Borough School District an invoice for one-half payment of the cost of the program by **June 1, 2016**. Facsimile or e-mail invoices are acceptable, and will be brought to the attention of Kathi Graczyk.
2. Plum Borough School District will make one-half payment of the cost of the program to Grade Point Resources, P.O. Box 494, Leechburg, PA 15656 by **June 15, 2016**.
3. Grade Point resources will submit to Plum Borough School District an invoice for the final half payment of the ESY program by **July 1, 2016**. Facsimile or e-mail invoices are acceptable, and will be brought to the attention of Kathi Graczyk.
4. Plum Borough School District will make payment of final half to Grade Point Resources, P.O. Box 494, Leechburg, PA 15656 by **July 15, 2016**.

B. Invoice Limitations: The following restrictions limit Plum Borough School District's obligation to pay invoices:

1. Plum Borough School District is solely responsible for payment to Grade Point Resources. It is not the intent of Plum Borough School District and Grade Point to create third party beneficiary rights in these entities.
2. Grade Point Resources will not present invoices for any costs not detailed in Exhibit A.
3. Plum Borough School District will not make any deductions or withholdings from the compensation paid to Grade Point Resources. Plum Borough School District must issue all forms required by federal and state laws for income and employment tax purposes upon signature of this contract.

1.4 Documentation: Grade Point Resources will provide to Plum Borough School District appropriate documentation for extended school year special education programs:

- A. **Documentation to District:** Grade Point Resources will provide a summary of IEP goal progress for all students participating in the program by **July 29, 2016**, maintain data collection to support such progress, and provide such data collection to the district.

Plum Borough School District will distribute this summary as it sees fit to families participating in the program.

- B. **Documentation to Families:** Grade Point Resources will provide daily communication of student progress to families. A copy of this communication will also be provided to Plum Borough School District.
- C. **Other Products:** All products produced by Grade Point Resources staff for the scope of this program will be the intellectual property of Grade Point and are exclusive property of Grade Point. All sensory products purchased for this program will become the property of Plum Borough School District at the conclusion of the program.

1.5 Contract Terms: Contract shall commence upon signature of this agreement and terminate **July 29, 2016**.

1.6 Applicable Laws/Choice of Law/Venue: Grade Point Resources must observe and comply with all applicable laws and regulations. This Contract is executed in Allegheny County, Pennsylvania and is governed by the laws of the State of Pennsylvania. Any action arising out of this Contract must be filed in a state court or federal court located in Allegheny County, PA.

1.7 Status of Contractor: Grade Point Resources is an independent contractor, and no relationship of employer-employee exists between Plum Borough School District and Grade Point Resources or Grade Point Resource's employees, subcontractors, or consultants. Accordingly, Grade Point Resources, its employees, subcontractors, and consultants do not have any of the entitlements of a Plum Borough School District employee.

- A. **Direction and Control:** Grade Point Resources retains all control and direction of its employees, subcontractors, or consultants. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring and discharging will be determined by Grade Point Resources.
- B. **Discrimination:** Grade Point Resources will not discriminate based on color, race, creed, national origin, religion, sex, age, sexual orientation, or physical or mental handicap.

- C. **Indemnification:** Plum Borough School District will indemnify and defend Grade Point Resources and its staff for any and all liabilities of any kind that arise from any negligent, accidental, or wrongful acts or omissions of Grade Point Resources or its staff or contractors in its performance of this Contract. Grade Point Resources will indemnify Plum Borough School District of the same. Regardless of this mutual indemnification provision, Plum Borough School District and Grade Point Resources are expressly not waiving any and all immunity or damage limitation provisions available to them under any law to the extent such statutory or case law would otherwise limit the amount recoverable from the Plum Borough School District or Grade Point Resources.
- D. **Insurance:** Grade Point Resources will carry professional liability insurance in the amount of \$1 million for its employees and contractors for the period of this contract.
- E. **Waiver of Claims:** Plum Borough School District waives any claim against Grade Point Resources, its officers and employees, for damage or loss caused by:
- (1) Any suit or proceeding directly or indirectly attacking the validity of this Contract or any part of this Contract.
 - (2) Any judgment or award: (a) declaring this Contract, or any part of this Contract either void or voidable or (b) delaying the performance of any part of this Contract.
 - (3) Damage to its property, equipment, or facility (due to negligent, accidental, or wrongful acts or omissions) by Grade Point employees or its contractors or by injury to students, their parents, or siblings for the same throughout the duration of this contract.
- F. **Successors:** This contract will bind the successors of Plum School District and Grade Point Resources in the same manner as if they were expressly named.
- G. **Staff Requirements:** Grade Point will provide the specified employees as detailed in Section 1.1. All staff will provide appropriate documentation of clearances, references, and medical info (see Exhibit A) for review by school district upon request.
- H. **Medical Care:** Grade Point will not provide medical care other than bandages and antibiotic ointment. Parents will be notified to pick up sick or injured students. Grade Point will arrange for ambulance transportation of any student it feels is in need of immediate medical care and both parents and Plum Borough School District will be notified of such transportation. Grade Point reserves the right to refuse admittance into the program for any student with serious medical needs.
- I. **Alteration:** No alteration or variation of the terms of this Contract is valid unless made in writing and signed by both parties.

1.8 Termination: Neither party may terminate the Contract once it has been signed for the duration of the Contract.

1.9 Time: Time is of the essence in the performance of each of the provisions of the Contract. Waiver by either party of any provision of this contract by either default, breach, or condition precedent will not be construed as waiver of any other duty or right under this contract, including those waivers related to time.

1.10 Severability: If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability will not affect any other provisions of this Contract.

1.11 Entire Agreement: This Contract constitutes the entire agreement between Grade Point Resources and Plum Borough School District. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with the terms of this Contract. In the event of any dispute between the parties regarding the Contract, this contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any part of the Contract. The Contract consists of:

- A. This Contract
- B. Exhibit A
- C. Exhibit B
- D. Exhibit C: Insurance Requirements

2.0 Communication: The following are terms listed to communication between the parties.

- A. Primary means of communication for Grade Point Resources is by cell phone of Rebecca Moyes at 724-396-7306. Secondary means of communication is by cell phone of Charles Moyes at 724-396-9469.
- B. Email communication is bmoyes123@aol.com
- D. Address is: Grade Point Resources, P.O. Box 494, Leechburg, PA 15656
- E. Primary means of communication for Plum Borough School District is by cell phone of Kathi Grazyck at 724-910-0335. Secondary means of communication is by phone at 724-795-0100.
- F. Email communication is grazyckk@pbsd.k12.pa.us
- G. Address is: Plum Borough School District, 900 Elicker Road, Plum, PA 15239.

3.0 Authority to Bind: The persons signing on behalf of the parties to this Contract warrant that they have the legal authority to execute the Contract.

Exhibit A:

Responsibilities of Grade Point Resources

- Provide an ESY program to students from Plum Borough School District that will include at least 150 minutes of daily academic, social, and music instruction/activities four days a week, Monday through Thursday, from **Tuesday, July 5 – Thursday, July 28, 2016**. Students will be serviced from **9:00 a.m. – 11:30 a.m. In-service days will be Tuesday, June 28 and Wednesday, June 29.**
- Provide staff as listed in Program Costs Section 1.2.
- Accept additional students into the program as requested and according to the terms in Section 1.2.
- Provide pre-service instruction to staff on two days (**Tuesday, June 28 and Wednesday, June 29**) prior to the start of the program.
- Provide an invoice to the district for ½ of the program cost on or before **June 1.**
- Provide professional liability insurance and worker's compensation insurance for all staff.
- Provide on-site consultation and training of staff to ensure a quality program.
- Provide daily oversight of the program.
- Serve as the liaison for the district for parental calls about this program. Inform Director of Special Education or his/her designee of conversations.

- Provide daily communication to parents while ESY program is in operation as well as regular communication to the Director of Special Education or his/her designee.
- Maintain copies of all clearances, TB shots, resume, three references, and teacher certifications for each employee and make these available to the school district upon request.
- Provide an end-of-program culminating event for families and students.
- Provide payroll checks to its employees.
- Provide communication to families including an introductory packet with contact phone numbers and names, student name tags, as well as a schedule of the program by **May 1**. An ESY flyer will be provided by Grade Point in **January** so that the district may distribute these at ESY meetings in February.
- Present final invoice by **July 1**.
- Provide progress notes on individual IEP goals by **July 29** to the district and to parents by **July 28**.

Exhibit B:


Responsibilities of Plum Borough School District:

- Sign and return contract by **February 28** via email or mailing address identified in Section 2.
- Distribute a parent information flyer provided by Grade Point to families at IEP meetings in **February**.
- Issue all tax forms required to be signed by Grade Point by **March 31**.
- Pay first invoice (1/2 payment) so that it is received by **June 15**.
- Provide Grade Point with student IEP's as they are identified for ESY and NOREP's signed in **February and March**.
- Distribute an ESY packet provided by Grade Point to identified families by **May 15** (includes details about ESY, a name tag for child, and a parent information sheet they are to turn to school)
- District will distribute the parent contact sheets to Grade Point by **June 10, as well as any remaining IEP's**.
- Notify Grade Point by **June 10** of extra staff to be hired for currently admitted students.
- Provide Grade Point with names of students and class assignments by **June 10**. **Also notify on this date any students with serious medical needs so that Grade Point can evaluate their appropriateness for the program.**
- Arrange for transportation and notify parents of such arrangements by **June 25**. **Field trip transportation requirements will be provided in June to the district.**
- Pay second invoice (final 1/2 payment) so that it is received by **July 15**.
- Provide access to the chosen site at 7:00 a.m. **July 5 – July 28, as well as two additional in-service dates on Tuesday, June 28 and Wednesday, June 29.**
- Provide access to copy machine, laminator and phones.
- Provide 7 lap top computers, 11 I-pads, and access to Smart Boards and internet.
- If particular IEP goals dictate use of particular curriculums or specific materials, provide access to such curriculums and materials.
- Negotiate with Grade Point Resources the need for additional para support for particular students with difficult behaviors.
- Provide one classroom for each class, a room suitable for a sensory room, a classroom for storage of ESY materials and to serve as a home base, a tutoring room, and use of the cafeteria for eating, training, and meetings for staff.
- Provide access to the cafeteria for children for a parent presentation on **July 28**, and rehearsal for this program beginning July 11. District will ensure cafeteria is set up for program by **end of the day July 22**. District will also provide a microphone, speakers, screen, and LCD projector for this event.
- Provide all mailings to parents (including progress reports) and incur such costs.

Authorized Signature for Plum Borough School District: _____

Printed Name: _____ Title: _____

Date: _____

Authorized Signature for Grade Point Resources: 

Printed Name: Rebecca Moyes Title: Co-Director

Date: October 8, 2015