



GLADE RUN
LUTHERAN SERVICES
*a bridge to a brighter future
through lifelong learning*

RECEIVED

JUL 06 2018

Special Education &
Pupil Services
Departments

June 29, 2018

Ms. Kelly Gibson
School Psychologist
Plum Borough School District
900 Elicker Road
Plum, PA 15239

RE: Day Student Education Agreement 2018-2019

Dear Ms. Gibson,

Enclosed are two original Day Student Education Agreements for the 2018-2019 school year. Kindly have both copies of the Agreement executed, retain one for your files and return the other copy to Glade Run Lutheran Services in the enclosed stamped envelope.

Also attached to the Agreement is an Attachment A. Please complete this form for each student that will be coming to St. Stephens Academy and return a signed copy to Glade Run Lutheran Services along with the Agreement.

If you should have any questions regarding this matter, please do not hesitate to contact me at (724) 452-4453 ext. 1389.

Sincerely,

Debra R. Vey
Contract Administrator

Enclosure(s)

P.O. Box 70 • Zelienople, PA 16063 • 724-452-4453

ACCREDITED BY THE JOINT COMMISSION
AN AFFILIATED AGENCY OF THE EVANGELICAL LUTHERAN CHURCH OF AMERICA

A UNITED WAY AGENCY



ATTACHMENT A
ST. STEPHEN'S LUTHERAN ACADEMY - EDUCATION SERVICES
REFERRAL CONFIRMATION
2018-2019

Name of Student: _____ Social Security: _____

School District of Residence: _____

Date: _____

_____ is requesting placement of the above-
[Insert Name of School District]
referenced student at Glade Run Lutheran Services/St. Stephens Academy ("Glade Run")
in the following program pending acceptance by Glade Run.

(Please note: billing is prorated over a 9 month period)

(check one)

_____ Approved Alternative Regular Education Program (full school year) - \$30,000 per student

_____ Special Education Program (full school year) - \$30,000 per student

_____ Enhanced Education Program (full school year) - \$32,000 per student

_____ Life Skills Program (full school year) - \$32,000 per student

_____ Autism Education Program (full school year) - \$39,780 per student

_____ ESY (Extended School Year) - \$3,500

_____ Kindergarten (full school year) - \$32,000

I confirm that I am authorized to recommend the placement of the above referenced child for the service indicated above.

Signature: _____

Date: _____

Name (Printed): _____

Title (check box):

- Director of Special Education School Psychologist Principal Superintendent

**Return 1 copy by fax to Debra Vey at (724) 452-6576 and
1 copy by fax to Kelly Wheeler at (724) 452-0468**

A copy of this Referral Confirmation shall be valid as the original.

| | |
|-------------------------------------------|---------------------------------------|
| FOR EDUCATION DEPARTMENT USE ONLY: | Authorized by Finance (Date): _____ |
| Date of Admission: _____ | Authorized by Contracts (Date): _____ |

**ATTACHMENT A
ST. STEPHENS LUTHERAN ACADEMY UTICA - EDUCATION SERVICES
REFERRAL CONFIRMATION
2018-2019**

Name of Student: _____ Social Security: _____

School District of Residence: _____

Date: _____

_____ is requesting placement of the above-
[Insert Name of School District]
referenced student at Glade Run Lutheran Services/St. Stephens Academy UTICA ("Glade Run") in the following program pending acceptance by Glade Run.
(Please note: billing is prorated over a 9 month period)
(check one)

_____ Enhanced Education Program (full school year) - \$32,000 per student

I confirm that I am authorized to recommend the placement of the above referenced child for the service indicated above.

Signature: _____ Date: _____

Name (Printed): _____

Title (check box):

- Director of Special Education School Psychologist Principal Superintendent

**Return 1 copy by fax to Debra Vey at (724) 452-6576 and
1 copy by fax to Lee Myford at (814) 638-0146**

A copy of this Referral Confirmation shall be valid as the original.

| | |
|-------------------------------------------|----------------------------------------|
| FOR EDUCATION DEPARTMENT USE ONLY: | Authorized by Finance (Date): |
| Date of Admission: | Authorized by Contracts (Date): |

**ATTACHMENT A
ST. STEPHENS LUTHERAN ACADEMY SHARON - EDUCATION SERVICES
REFERRAL CONFIRMATION
2018-2019**

Name of Student: _____ Social Security: _____

School District of Residence: _____

Date: _____

_____ is requesting placement of the above-
[Insert Name of School District]
referenced student at Glade Run Lutheran Services/St. Stephens Academy North ("Glade Run") in the following program pending acceptance by Glade Run.
(Please note: billing is prorated over a 9 month period)
(check one)

_____ Enhanced Education Program(full school year) - \$32,000 per student

I confirm that I am authorized to recommend the placement of the above referenced child for the service indicated above.

Signature: _____ Date: _____

Name (Printed): _____

Title (check box):

- Director of Special Education School Psychologist Principal Superintendent

**Return 1 copy by fax to Debra Vey at (724) 452-6576 and
1 copy by fax to Lee Myford at (814) 638-0146**

A copy of this Referral Confirmation shall be valid as the original.

| | |
|-------------------------------------------|---------------------------------------|
| FOR EDUCATION DEPARTMENT USE ONLY: | Authorized by Finance (Date): _____ |
| Date of Admission: _____ | Authorized by Contracts (Date): _____ |

**ATTACHMENT B
GLADE RUN LUTHERAN SERVICES – TRANSITIONS PROGRAM
REFERRAL CONFIRMATION
2018-2019**

Name of Student: _____ Social Security: _____

School District of Residence: _____

Date: _____

_____ is requesting placement of the above-
[Insert Name of School District]
referenced student at Glade Run Lutheran Services/St. Stephens Academy ("Glade Run") or
School District in the following program pending acceptance by Glade Run.

(please check)

_____ Full Day Programming (while enrolled) - \$185 per student per day

Glade Run will also provide consultations related to transitions services at the School Districts location. Please contact Glade Run for more on this. Glade Run will work with the School District to create a plan, schedule, any changes in program fees and a Letter of Agreement to meet specific consultation needs.

I confirm that I am authorized to recommend the placement of the above referenced child for the service indicated above.

Signature: _____

Date: _____

Name (Printed): _____

Title (check box):

- Director of Special Education School Psychologist Principal Superintendent

**Return 1 copy by fax to Debra Vey at (724) 452-6576 and
1 copy by fax to Tara Harvan at (724) 452-6576**

A copy of this Referral Confirmation shall be valid as the original.

| | |
|-------------------------------------------|---------------------------------------|
| FOR EDUCATION DEPARTMENT USE ONLY: | Authorized by Finance (Date): _____ |
| Date of Admission: _____ | Authorized by Contracts (Date): _____ |

ATTACHMENT C

CHARGES FOR ANCILLARY SERVICES

| | |
|-------------------------------------------------|-----------------|
| Speech/Language Evaluation..... | \$160.00/child* |
| Speech/Language Screening..... | \$ 60.00/child* |
| Hearing Screening(pure tone and impedance)..... | \$ 60.00/child* |
| Therapy Session(speech/language/hearing)..... | \$ 85.00/child* |

Rate may be subject to change with 30 days prior, written notification by Glade Run

See Description of services below:

Speech, Language and Hearing Evaluations

Speech, Language and Hearing Evaluations are completed with parental consent upon referral or screening concerns. A diagnostic evaluation may include: an articulation protocol, a language tool, and vocabulary measure either receptive or expressive modalities. Language sampling, if needed, is used. Formal tests are selected on case-by-case basis as indicated by need. A written report will be provided. A two week time frame may be necessary to complete the testing and supply the report. Speech, Language and hearing Evaluations are completed annually for the following grade levels: 1, 2, 3, 7 and 11. Additional services will be provided as necessary at the then applicable rates provided by the outside provider.

Instruction/Therapy

If identified as "in need" by standardized testing measures (at least a six month delay), an Individualized Education Plan will be formulated for each client and reviewed yearly. Goals will be established specific to each client's needs. A Speech Therapy Summary will be done at each yearly review. Speech personnel can be available for conferences, but it will be difficult due to scheduling conflicts. A case-by-case review based upon need will govern attendance.

Therapy will be provided on site during school days from September through the close of the school calendar. Each session will last approximately 25-30 minutes in length either individually or in groups of ten, but not more than three if similar goals are shared. Therapy will proceed until all goals are met, child leaves, or participation level diminishes with no chance of change. When therapy involves high school or equivalent child clients, it is important that the individual desires to participate and change his/her patterns. If not, discontinuation of services will be necessary. Motivation becomes a key issue in commencing or continuing services.

Sessions are usually weekly. Carryover activities will be provided to foster further progress. Daily therapy logs will be used to record progress throughout the year.

Services will be provided by a certified licensed Speech Pathologist or an assistance who directly coordinates programs with the Speech Pathologist who are contracted by Glade Run. Credentials may be reviewed if requested. All speech personnel possess at least a Bachelor's degree in Speech Pathology.

ATTACHMENT D

CHARGES FOR PHYSICAL/OCCUPATIONAL SERVICES

| | |
|-----------------------------------------------------|----------------|
| Session/Evaluation with Occupational Therapist..... | \$90.00 / hour |
| Session with Occupational Therapy Assistant..... | \$80.00 / hour |
| Session/Evaluation with Physical Therapist..... | \$90.00/ hour |
| Session with Physical Therapy Assistant..... | \$80.00/ hour |

Physical and/or Occupational Therapy Evaluations are completed with parental consent upon referral. Educationally related goals will be formulated by the evaluating occupational therapist or physical therapist for inclusion in the child's IEP.

Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Credentials may be reviewed upon request.



St. Stephen's Lutheran Academy
SCHOOL CALENDAR
 Zelenople - Sharon - Utica

2018- 2019

(Approved March 27, 2018)

August – 8 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | IS | IS | IS | 18 |
| 19 | IS | IS | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

In-Service Days: 8/1, 5, 8, 21
First Day for Students: 8/22

September – 19 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | H | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

Labor Day: 9/3

October – 20 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|-----|----|
| | 1 | 2 | 3 | 4 | IS | 6 |
| 7 | H | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26* | 27 |
| 28 | IS | 30 | 31 | | | |

Open House: 10/4
In-Service Day: 10/5 & 10/29
Columbus Day: 10/8

November – 18 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | H | H | H | 24 |
| 25 | H | 27 | 28 | 29 | 30 | |

Thanksgiving Break: 11/21-11/26

December – 14 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | IS | 22 |
| 23 | H | H | H | H | H | 29 |
| 30 | H | | | | | |

In-Service Day: 12/21
Winter Break: 12/24-1/1
Early Dismissal: 12/20, 12:45

January – 21 Days

| S | M | T | W | T | F | S |
|----|----|----|-----|----|----|----|
| | | H | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16* | 17 | 18 | 19 |
| 20 | H | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

Winter Break: 1/1
Martin Luther King Day: 1/21

February – 18 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | H | IS | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

Presidents Day: 2/18
In-Service Day: 2/19

March – 20 Days

| S | M | T | W | T | F | S |
|----|-----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | IS | 19 | 20 | 21 | 22 | 23 |
| 24 | 25* | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

In-Service Day: 1/
Open House/Transition Fair: 3/18

April – 18 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | H | H | 20 |
| 21 | H | H | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

Spring Break: 4/18-4/23

May – 22 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | H | 28 | 29 | 30 | 31 | |

Memorial Day: 5/27
Graduation: 5/31

June – 2 Days

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4* | IS | IS | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

Last Day for Students: 6/4
Early Dismissal: 6/4, 12:45
In-Service Days: 6/5-6/6

School Not in Session:
Holiday or In-Service Day

| | | |
|--------|--------------|-------------|
| Sept 3 | Nov 21-26 | Mar 18 |
| Oct 5 | Dec 21-Jan 1 | Apr 18 - 23 |
| Oct 8 | Jan 21 | May 27 |
| Oct 29 | Feb 18 - 19 | |

Open House Oct. 4
Open House/ Transition Fair Mar. 18
Graduation 5/31
Early Dismissal: 12/20 & 16/4, 12:45

*** Grading Period Ends:**
 Oct 26 Jan 16 Mar 25 Jun 4

PSSA Testing Dates
 Apr 15-26 (Gr 3-8) Eng/LA
 Apr 29 - May 3 (Gr 3-8) Math
 Apr 29 - May 3 (Gr 4,8) Science
 Apr 29 - May 3 Make-up

Keystone Testing
 May 13 -24

DAY STUDENT EDUCATION AGREEMENT

Made this 1st day of July, 2018 by and between **GLADE RUN LUTHERAN SERVICES dba St. Stephens Lutheran Academy, St. Stephens Lutheran Academy North and St. Stephens Academy Utica**, a Pennsylvania not-for profit corporation, with its principal offices located at Box 70, Beaver Road, Zelienople, Butler County, Pennsylvania (hereinafter "Glade Run", "service provider" or "St. Stephens Lutheran Academy") and **PLUM BOROUGH SCHOOL DISTRICT**, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located at 900 Elicker Road, Plum, PA 15239 (hereinafter "School District" or "District").

WITNESSETH:

WHEREAS, Glade Run is certified by the Pennsylvania Department of Education and licensed as a private academic school to provide instruction to students with educational needs referred to it by the District; and

WHEREAS, the District is desirous of referring its students with educational needs to Glade Run; and

WHEREAS, Glade Run is desirous of providing educational services to the students referred to it by the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree as follows:

1. PURPOSE – EDUCATIONAL INSTRUCTION

Educational instruction may include any of St. Stephens educational offerings: 1) Special Education Services; 2) Regular Education Services; 3) Enhanced Education Services; 4) ASD (Autism) Education Services; 5) Life Skills Education Services; 6) Extended School Year (ESY); 7) Kindergarten.

- A. Glade Run will provide special educational instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- B. Glade Run will provide the appropriate, agreed upon, educational instruction to students referred to it by the District and who meet the program's admission criteria.
- C. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.

- D. The District shall provide Glade Run with special education records (when applicable), completed referral form and immunization records. The District shall assist Glade Run in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current medications and allergies. The District shall provide confirmation as to the enrollment disposition of the child.
- E. It shall be the responsibility of Glade Run in conjunction with the District to facilitate the development of a current Individual Educational Plan (IEP) within thirty (30) school days after acceptance with input from the appropriate parties.
- F. Glade Run and the District, will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.
- G. Students entering a regular education program due to behavior or disciplinary action shall not require an IEP. However, any student with a 504 School Plan (Chapter 15: Protected Children) will have reviews following the same procedure cited in Paragraph 1F above. The District will notify Glade Run if a student has a current 504 School Plan.

2. PURPOSE – TRANSITIONS PROGRAMMING

- A. Glade Run will provide an on-site Transitions Program for students ranging in age from 14 to 21 years. This Program will provide students with tools and experiences for a successful transition to postsecondary education, employment, and adult life.
- B. Glade Run will implement a transition plan for students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- C. These services are available in addition to the current Educational Instruction (Purpose 1 above) or as a stand-alone option (without educational instruction). Upon receipt of written authorization from the District, the services may be obtained through Glade Run. The charges for said services are identified on the attached fee schedule (Attachment B).
- D. Prior to the acceptance of a student, the District shall complete Attachment B (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- E. Glade Run will provide the District with written notice of the services identified as necessary.

3. TERM AND TERMINATION

- A. The term of this agreement shall be the 2018-2019 school year, as indicated on the school calendar attached.
- B. The obligation of Glade Run to provide Educational or Transitions Programming instruction to a specific student, IEP and non-IEP students, may be terminated by Glade Run and the district with thirty (30) days written notice, when possible, for change of placement from St. Stephens to another appropriate education or transitions programming placement. Relative to the child's educational or transitional needs, Glade Run will utilize its best efforts to communicate to the District the reasons for the termination of the instruction prior to the actual termination of services. Glade Run reserves the right to expel a student immediately, with consultation with the District, when circumstances warrant. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.

4. PAYMENT – EDUCATIONAL INSTRUCTION

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- A. The District is obligated for the duration of the 2018-2019 school year based on the enrollment of the student at Glade Run.
- B. If a student is enrolled at Glade Run **after** the beginning of the school year, the billing for the first month (and first month only) of enrollment shall be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. Subsequent months shall be billed as set forth in Attachment A.
- C. Once a student is accepted for placement by Glade Run, **the District becomes responsible for that class seat ("slot") for the remainder of the school year**, unless Glade Run is able to accept a reassignment. Each placement may be reassigned twice during the school year by the District. Upon each subsequent reassignment thereafter, the District may be assessed an administrative fee of \$275 by Glade Run.
- D. It is understood that should the student or family cause the student to be withdrawn from Glade Run for a reason beyond the control of the District, the District shall be billed for educational services until the end of the calendar month in which the child is withdrawn or the date written notification of such action is provided, whichever is earlier. Those reasons for withdrawal of a student, which are considered to be beyond the control of the District **are limited** to the following circumstances: the student moving from the District, if at an MDT meeting all parties are in agreement that it is in the best interest of the student to remove that child from Glade Run, or Glade Run terminates educational services to the student. Written notice of student movement from the district or the MDT outcome shall be provided to Glade Run.
- E. Glade Run shall provide a bill to the District for services rendered during a month by

the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of that month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District's outstanding current balance.

- F. The District shall receive a discount on the tuition rates set forth on Attachment A, if the District purchases and maintains ten (10) or more "slots" for the 2018-2019 school year. This discount **does not** apply to the Autism Education Program, Life Skills Program, Tertiary Education Program, ESY or Kindergarten. The discounted tuition rates are equal to a \$450 rebate off the full school year tuition rate per slot for the 2018-2019 school year. For example, the Regular Education Program discount would be \$29,550 per slot for the 2018-2019 school year. The District further understands that it must maintain ten (10) slots at all times to remain eligible for the discounted rates. Payment of these tuition rates will be made in accordance with paragraph 4 of this agreement.

5. PAYMENT – TRANSITIONS PROGRAMMING

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment B.

- A. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge regardless of attendance.
- B. For the first and the last months of enrollment the billing may be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. All other months shall be billed for the total number of school days for said month based on St. Stephen's school calendar. A copy of the school calendar is attached.
- C. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of the month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District's outstanding current balance.
- D. If a student is referred to the Transitions Program and is already receiving educational instruction from St. Stephen's, the District will be charged the Transitions Program fee **in addition** to the Educational Instruction fee. Any changes to these payment terms must be approved prior to the start of the Transitions Program.

6. INTERVENTION AND DISCIPLINE PROCEDURES

- A. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same discipline procedures and parent/student grievance procedures normally employed by Glade Run in its capacity as a Private Academic School. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, 22 Pa. Code § 14.35, and the rules and regulations adopted by the Pennsylvania Department of Education. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.
- B. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same physical intervention procedures to include crisis preventative measures such as a call for crisis assessment and parent/student grievance procedures normally employed by Glade Run. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, and the rules and regulations adopted by the Pennsylvania Department of Education.
- C. The District and Glade Run intend to comply fully with Act 138 of 2016 (Act). Glade Run shall notify the District when any student receiving educational services under this Agreement reaches three (3) unexcused absences in any school year and is therefore "truant" under the Act. Glade Run shall notify the District when any student receiving educational services under this Agreement reaches six (6) unexcused absences in any school year and is therefore "habitually truant" under the Act. The District shall be responsible for compliance with all requirements under the Act and any discretionary enforcement actions permitted by the Act.

7. TRANSPORTATION

The District shall be responsible for providing transportation for the students to and from Glade Run. The District is also responsible for any and all transportation costs that Glade Run must incur to fulfill the terms of the Agreement. The District is responsible for disciplining and/or responding to inappropriate behaviors of the students during transportation. Glade Run will work with the District to address inappropriate behaviors during transportation, of which it becomes aware.

8. VISION, SPEECH AND HEARING SCREENINGS

Glade Run will provide speech, hearing and vision screenings to students in grades 1, 2, 3, 7 and 11 enrolled in St. Stephen's Lutheran Academy by an outside provider. Any ancillary services which are identified as necessary for the student as a result of such screenings, including but not limited to speech / language evaluations, hearing evaluations, and therapy sessions for speech, language and / or hearing, shall be the responsibility of the District. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule (Attachment C). Glade Run shall provide the District with written notice of the services identified as necessary for the student as a result of the above-referenced screenings. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

9. DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to the Pennsylvania Public School Code.

10. OCCUPATIONAL AND PHYSICAL THERAPY

Occupational and/or physical therapy evaluations will be completed with parental consent and upon referral. Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule(Attachment D). Glade Run shall provide the District with written notice of the services identified as necessary. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

11. RECORDS.

The District shall retain responsibility for maintaining the original student records subsequent to the student's discharge pursuant to the Pennsylvania Public School Code.

12. INDEMNITY

The parties hereby agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, agents, and affiliated corporations from any and

all claims and losses, including attorney's fees, accruing or resulting to any person, firm, or corporation who claims injury or damages during the term of this Agreement which resulted from the acts or omissions of the party's employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicle provided or used by such party, including costs and expenses in violation of proprietary rights, or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement, or based in any libelous or unlawful matter contained in such data.

13. INSURANCE

Glade Run shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring Glade Run and its agents and employees who may be acting pursuant to this Agreement against any and all claims which may arise out of its performance under the terms, conditions, and provisions of this Agreement.

14. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this Agreement in such a manner as to insure that records, names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. All information developed pursuant to the fulfillment of the terms of this Agreement as between Glade Run and the District and their respective agents and employees shall not be considered confidential including all guidelines set forth by the U.S Department of Education Family Educational Rights Protection Act (FERPA).

15. MODIFICATION

This document, and all attachments hereto, whether physically incorporated or incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended.

Any alteration, variation, modification, or waiver of a provision to this Agreement shall be valid only when reduced to writing, duly signed by the parties to this Agreement, and attached to the original of the Agreement.

16. ASSIGNMENT

Neither party may assign any part of this Agreement without the prior written approval of the other party hereto.

17. FEDERAL AND STATE LAW COMPLIANCE

Glade Run Lutheran Services acknowledges and agrees that it is obligated to comply with all applicable federal and state laws related to the provision of educational instruction, discipline and non-discrimination against students who are placed at Glade Run pursuant to this Agreement.

18. BACKGROUND CHECKS

All employees of St. Stephens Lutheran Academy will possess the following background checks:

- (1) Pennsylvania State Police Criminal History Report
- (2) Pennsylvania Department of Human Services Child Abuse Report
- (3) Federal Criminal History Report
- (4) PDE 6004 Form – Arrest/Conviction Report and Certification Form
- (5) Sexual Misconduct/Abuse Disclosure Release Form pursuant to Act 168 of 2014 (see Section 111.1 of the Pennsylvania Public School Code)

The background checks, which are listed above, must be current at all times for employees of St. Stephens Lutheran Academy.

SIGNATURES TO FOLLOW

INTENDING TO BE LEGALLY BOUND HEREBY, witness the hands and seals of the parties, the day and year first written above.

GLADE RUN LUTHERAN SERVICES


Christopher Phillips, Interim President/CEO

6/29/18

PLUM BOROUGH SCHOOL DISTRICT

Superintendent of School District

date

DAY STUDENT EDUCATION AGREEMENT

Made this 1st day of July, 2018 by and between **GLADE RUN LUTHERAN SERVICES dba St. Stephens Lutheran Academy, St. Stephens Lutheran Academy North and St. Stephens Academy Utica**, a Pennsylvania not-for profit corporation, with its principal offices located at Box 70, Beaver Road, Zelienople, Butler County, Pennsylvania (hereinafter "Glade Run", "service provider" or "St. Stephens Lutheran Academy") and **PLUM BOROUGH SCHOOL DISTRICT**, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located at 900 Elicker Road, Plum, PA 15239 (hereinafter "School District" or "District").

WITNESSETH:

WHEREAS, Glade Run is certified by the Pennsylvania Department of Education and licensed as a private academic school to provide instruction to students with educational needs referred to it by the District; and

WHEREAS, the District is desirous of referring its students with educational needs to Glade Run; and

WHEREAS, Glade Run is desirous of providing educational services to the students referred to it by the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree as follows:

1. PURPOSE – EDUCATIONAL INSTRUCTION

Educational instruction may include any of St. Stephens educational offerings:
1) Special Education Services; 2) Regular Education Services; 3) Enhanced Education Services; 4) ASD (Autism) Education Services; 5) Life Skills Education Services; 6) Extended School Year (ESY); 7) Kindergarten.

- A. Glade Run will provide special educational instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- B. Glade Run will provide the appropriate, agreed upon, educational instruction to students referred to it by the District and who meet the program's admission criteria.
- C. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.

- D. The District shall provide Glade Run with special education records (when applicable), completed referral form and immunization records. The District shall assist Glade Run in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current medications and allergies. The District shall provide confirmation as to the enrollment disposition of the child.
- E. It shall be the responsibility of Glade Run in conjunction with the District to facilitate the development of a current Individual Educational Plan (IEP) within thirty (30) school days after acceptance with input from the appropriate parties.
- F. Glade Run and the District, will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.
- G. Students entering a regular education program due to behavior or disciplinary action shall not require an IEP. However, any student with a 504 School Plan (Chapter 15: Protected Children) will have reviews following the same procedure cited in Paragraph 1F above. The District will notify Glade Run if a student has a current 504 School Plan.

2. PURPOSE – TRANSITIONS PROGRAMMING

- A. Glade Run will provide an on-site Transitions Program for students ranging in age from 14 to 21 years. This Program will provide students with tools and experiences for a successful transition to postsecondary education, employment, and adult life.
- B. Glade Run will implement a transition plan for students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- C. These services are available in addition to the current Educational Instruction (Purpose 1 above) or as a stand-alone option (without educational instruction). Upon receipt of written authorization from the District, the services may be obtained through Glade Run. The charges for said services are identified on the attached fee schedule (Attachment B).
- D. Prior to the acceptance of a student, the District shall complete Attachment B (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- E. Glade Run will provide the District with written notice of the services identified as necessary.

3. TERM AND TERMINATION

- A. The term of this agreement shall be the 2018-2019 school year, as indicated on the school calendar attached.
- B. The obligation of Glade Run to provide Educational or Transitions Programming instruction to a specific student, IEP and non-IEP students, may be terminated by Glade Run and the district with thirty (30) days written notice, when possible, for change of placement from St. Stephens to another appropriate education or transitions programming placement. Relative to the child's educational or transitional needs, Glade Run will utilize its best efforts to communicate to the District the reasons for the termination of the instruction prior to the actual termination of services. Glade Run reserves the right to expel a student immediately, with consultation with the District, when circumstances warrant. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.

4. PAYMENT – EDUCATIONAL INSTRUCTION

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- A. The District is obligated for the duration of the 2018-2019 school year based on the enrollment of the student at Glade Run.
- B. If a student is enrolled at Glade Run **after** the beginning of the school year, the billing for the first month (and first month only) of enrollment shall be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. Subsequent months shall be billed as set forth in Attachment A.
- C. Once a student is accepted for placement by Glade Run, **the District becomes responsible for that class seat ("slot") for the remainder of the school year**, unless Glade Run is able to accept a reassignment. Each placement may be reassigned twice during the school year by the District. Upon each subsequent reassignment thereafter, the District may be assessed an administrative fee of \$275 by Glade Run.
- D. It is understood that should the student or family cause the student to be withdrawn from Glade Run for a reason beyond the control of the District, the District shall be billed for educational services until the end of the calendar month in which the child is withdrawn or the date written notification of such action is provided, whichever is earlier. Those reasons for withdrawal of a student, which are considered to be beyond the control of the District **are limited** to the following circumstances: the student moving from the District, if at an MDT meeting all parties are in agreement that it is in the best interest of the student to remove that child from Glade Run, or Glade Run terminates educational services to the student. Written notice of student movement from the district or the MDT outcome shall be provided to Glade Run.
- E. Glade Run shall provide a bill to the District for services rendered during a month by

the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of that month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District's outstanding current balance.

- F. The District shall receive a discount on the tuition rates set forth on Attachment A, if the District purchases and maintains ten (10) or more "slots" for the 2018-2019 school year. This discount **does not** apply to the Autism Education Program, Life Skills Program, Tertiary Education Program, ESY or Kindergarten. The discounted tuition rates are equal to a \$450 rebate off the full school year tuition rate per slot for the 2018-2019 school year. For example, the Regular Education Program discount would be \$29,550 per slot for the 2018-2019 school year. The District further understands that it must maintain ten (10) slots at all times to remain eligible for the discounted rates. Payment of these tuition rates will be made in accordance with paragraph 4 of this agreement.

5. PAYMENT – TRANSITIONS PROGRAMMING

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment B.

- A. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge regardless of attendance.
- B. For the first and the last months of enrollment the billing may be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. All other months shall be billed for the total number of school days for said month based on St. Stephen's school calendar. A copy of the school calendar is attached.
- C. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of the month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District's outstanding current balance.
- D. If a student is referred to the Transitions Program and is already receiving educational instruction from St. Stephen's, the District will be charged the Transitions Program fee **in addition** to the Educational Instruction fee. Any changes to these payment terms must be approved prior to the start of the Transitions Program.

6. INTERVENTION AND DISCIPLINE PROCEDURES

- A. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same discipline procedures and parent/student grievance procedures normally employed by Glade Run in its capacity as a Private Academic School. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, 22 Pa. Code § 14.35, and the rules and regulations adopted by the Pennsylvania Department of Education. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.
- B. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same physical intervention procedures to include crisis preventative measures such as a call for crisis assessment and parent/student grievance procedures normally employed by Glade Run. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, and the rules and regulations adopted by the Pennsylvania Department of Education.
- C. The District and Glade Run intend to comply fully with Act 138 of 2016 (Act). Glade Run shall notify the District when any student receiving educational services under this Agreement reaches three (3) unexcused absences in any school year and is therefore "truant" under the Act. Glade Run shall notify the District when any student receiving educational services under this Agreement reaches six (6) unexcused absences in any school year and is therefore "habitually truant" under the Act. The District shall be responsible for compliance with all requirements under the Act and any discretionary enforcement actions permitted by the Act.

7. TRANSPORTATION

The District shall be responsible for providing transportation for the students to and from Glade Run. The District is also responsible for any and all transportation costs that Glade Run must incur to fulfill the terms of the Agreement. The District is responsible for disciplining and/or responding to inappropriate behaviors of the students during transportation. Glade Run will work with the District to address inappropriate behaviors during transportation, of which it becomes aware.

8. VISION, SPEECH AND HEARING SCREENINGS

Glade Run will provide speech, hearing and vision screenings to students in grades 1, 2, 3, 7 and 11 enrolled in St. Stephen's Lutheran Academy by an outside provider. Any ancillary services which are identified as necessary for the student as a result of such screenings, including but not limited to speech / language evaluations, hearing evaluations, and therapy sessions for speech, language and / or hearing, shall be the responsibility of the District. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule (Attachment C). Glade Run shall provide the District with written notice of the services identified as necessary for the student as a result of the above-referenced screenings. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

9. DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to the Pennsylvania Public School Code.

10. OCCUPATIONAL AND PHYSICAL THERAPY

Occupational and/or physical therapy evaluations will be completed with parental consent and upon referral. Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule(Attachment D). Glade Run shall provide the District with written notice of the services identified as necessary. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

11. RECORDS.

The District shall retain responsibility for maintaining the original student records subsequent to the student's discharge pursuant to the Pennsylvania Public School Code.

12. INDEMNITY

The parties hereby agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, agents, and affiliated corporations from any and

all claims and losses, including attorney's fees, accruing or resulting to any person, firm, or corporation who claims injury or damages during the term of this Agreement which resulted from the acts or omissions of the party's employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicle provided or used by such party, including costs and expenses in violation of proprietary rights, or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement, or based in any libelous or unlawful matter contained in such data.

13. INSURANCE

Glade Run shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring Glade Run and its agents and employees who may be acting pursuant to this Agreement against any and all claims which may arise out of its performance under the terms, conditions, and provisions of this Agreement.

14. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this Agreement in such a manner as to insure that records, names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. All information developed pursuant to the fulfillment of the terms of this Agreement as between Glade Run and the District and their respective agents and employees shall not be considered confidential including all guidelines set forth by the U.S Department of Education Family Educational Rights Protection Act (FERPA).

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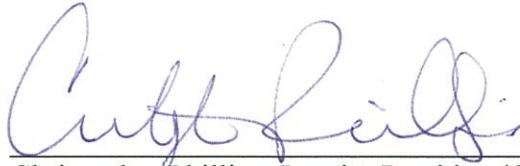
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GLADE RUN LUTHERAN SERVICES

 6/29/18

Christopher Phillips, Interim President/CEO

PLUM BOROUGH SCHOOL DISTRICT

Superintendent of School District date