

May 6, 2013

Dr. Timothy S Glassport
Plum Borough School District
900 Elicker Road
Plum, PA 15239

Dear Dr. Glassport:

We are writing to provide you with information relative to our program for 2013-2014.

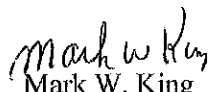
To plan for 2013-2014 we have enclosed for your review and approval two (2) copies of an Agreement between Plum Borough School District and MHY Family Services for the placement of students in Longmore Academy. Attachment B outlines the daily rate of Longmore Academy as well as discounted rates for desks purchased prior to August 1st. As the district buys more desks the cost continues to go down per desk.

For students you want to place in our program during the school year please complete one copy of Attachment C of the Agreement for each student and return Attachment C. Attachment C only needs to be completed if you have not pre-purchased desks or you have exceeded the amount of desks that you have pre-purchased.

If you are interested in meeting with us to discuss our program, the contract and/or placement options for the 2013-2014 school year, feel free to contact us and we will be happy to meet with you at your convenience. If you do not feel a meeting is necessary please complete, sign, and send back both copies of the agreement. After the agreement is executed we will return one copy for you to retain.

We look forward to working with Plum Borough School District to meet the needs of the students that are referred to our alternative education program.

Sincerely,


Mark W. King
Principal
Longmore Academy

Helping youth build a strong foundation for a brighter future.

AGREEMENT

Plum Borough School District
And
MHY Family Services

Plum Borough School District and MHY Family Services enter into this Agreement for the period School Year 2013-2014 in order to define the requirements under which Plum Borough School District will use the Approved Private Academy Program provided by MHY Family Services as to meet the educational needs of students referred by Plum Borough School District.

I. General

1. Longmore Academy is an Approved private Academy whose programs are approved by the Pennsylvania Department of Education as of February 4, 2011.
2. Longmore Academy is the Approved Private Academy program operated by MHY Family Services that is approved by the Pennsylvania Department of Education as an Approved Private Academy. A copy of the license of the Approved Private Academy shall be filed at the administrative offices of Plum Borough School District.
3. Longmore Academy is located on the campus of MHY Family Services. The address of Longmore Academy is 521 Route 228, Mars, Pennsylvania 16046.

II. Facilities

1. Longmore Academy is housed in a 10,000 square foot building that was constructed in 2000. Longmore Academy conforms to fire and panic requirements of the Commonwealth of Pennsylvania and of Adams Township, a political subdivision of the County of Butler.
2. It shall be the responsibility of MHY Family Services to maintain Longmore Academy in good working order, to maintain fire and panic approvals, and to keep the facility clean and safe so as to promote an environment that is conducive to learning.

III. Environmental Health and Safety

1. Longmore Academy is in compliance with health, physical welfare and safety requirements for students as prescribed by the Commonwealth of Pennsylvania's Department of Environmental Protection.

IV. Food Service

1. MHY Family Services operates a food service and contracts with Metz Inc. to provide the food. The cafeteria is located in a building that is separate from Longmore Academy. The food service building is located on the grounds of MHY Family Services and is a short distance from Longmore Academy. The food service that is operated by MHY Family Services will be used by students that attend Longmore Academy. The food service that is operated by MHY Family Services is inspected and approved by the Pennsylvania Department of Agriculture. The kitchen and cafeteria facilities of MHY Family Services meet all state and local statutes regarding food safety and sanitation.

1. The cost for the food service is not included in the tuition rate of Longmore Academy. The cost to the student is based upon use of the service by the student. Payment for the cost of the food service for those students who attend Longmore Academy and who use the food service shall be the responsibility of the student unless the student qualifies for food service subsidy as made available by the National School Lunch Program. When a student qualifies for food service subsidy, MHY Family Services shall submit documentation to the National School Lunch Program in order to receive reimbursement.

V. School Staffing

1. The employees of MHY Family Services who work at Longmore Academy meet the requirements as stipulated in the guidelines issued by the Pennsylvania Department of Education for private academy education institutions. The requirements include:
 - a) Employees must be of good moral character.
 - b) Employees must be at least 18 years of age.
 - c) Employees have been examined by a physician prior to employment, have tests done for tuberculosis and possess a statement from a physician that verifies the examination and the statement is on file with the private alternative education institution.
 - d) Employees have either citizenship in the United States or hold a United States Immigration Service visa that provides authorization for residency and employment within the United States.
 - e) Employees possess both a Criminal History Record clearance check as required by 24 P.S., section 1-111 and a Pennsylvania Child Abuse History clearance check as required by 23 P.S., section 6354.

VI. Student Enrollment/Attendance

1. It shall be the responsibility of Longmore Academy to maintain records of students' enrollment and attendance in order to fulfill the requirements of Plum Borough School District and to provide such records to Plum Borough School District. Longmore Academy shall comply with the Family Educational Rights and Privacy Act, its regulations as well as applicable state statutes and regulations regarding the confidentiality of educational records.

2. Longmore Academy shall comply with pupil attendance provisions under Chapter 11 of the State Board of Education Regulations.

VII. Student Records

1. It shall be the responsibility of Longmore Academy to maintain complete, accurate and detailed records on each student that includes but is not limited to the number of hours of instruction in each curricular subdivision, scholastic achievement, test scores, grades, and data on discipline, student health, student attendance, and co-curricular activities. Furthermore, it shall be the responsibility of Longmore Academy to provide information from student records to Plum Borough School District according to an agreed upon protocol to be established between the parties.

VIII. Transportation

1. Plum Borough School District shall be responsible for providing transportation to and from Longmore Academy for students that reside in Plum Borough School District who attend Longmore Academy and are not residents of MHY Family Services. The school buses that are used by Plum Borough School District shall meet the same requirements as those that are used to transport all school children in accord with 67 Pa. Code Chapter 171.

IX. Requirements Under Safe Schools

1. Longmore Academy agrees to comply with the provisions contained in Article X111-A of the Pennsylvania School Code. The policy adopted by Longmore Academy regarding compliance with Article X111-A of the Pennsylvania School Code is attached to the Agreement as Exhibit B and made a part of the Agreement. Plum Borough School District shall require Longmore Academy to maintain and file reports with Plum Borough School District regarding any of the following for any student that is the responsibility of Plum Borough School District.
 - a) 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 persons on school property. Plum Borough School District shall be responsible in turn to report these incidents to the Department of Education pursuant to 24 P.S. 13-1303-A.
 - b) The arrangements with local law enforcement that sets forth the procedures to be followed when an incident involving an act of violence occurs on site of Longmore Academy.
 - c) All incidents of violence, incidents involving possession of a weapon and convictions or adjudication of delinquency for acts committed on the site of Longmore Academy pursuant to 24 P.S. 13-1307-A.

X. School Health Services

1. Plum Borough School District shall be responsible for the provision of school health services as provided for under Article 14 of the Pennsylvania School Code for students who attend Longmore Academy for whom Plum Borough School District has the responsibility for the provision of education. The provision of school health services under Article 14 will be coordinated between Longmore Academy and Plum Borough School District.

XI. Academic Standards and Assessment

1. Longmore Academy shall comply with academic standards under Chapter 4 of the Pennsylvania Department of Education regulations in full unless Plum Borough School District has been granted approval for specific waivers by the Pennsylvania Department of Education.

XII. Special Education Services and Programs

1. The educational program provided by Longmore Academy includes provisions for the delivery of special education services. Longmore Academy shall conform to the provisions of Chapter 14 of the State Board of Education Regulations, Chapter 342 of the Department of Education Standards for students that require special education services, and the provisions defined in IDEA or 20 U.S.C. 1041(3). Further, Longmore Academy agrees to comply with all federal and state special education statutes and regulations as they apply to Plum Borough School District. The needs identified in the Individual Education Plan (IEP) for a student will determine if Longmore Academy will be able to accept the student.
2. In the event that Longmore Academy violates any federal or state statute or regulation and the Plum Borough School District is held to be financially liable for said violation(s), Longmore Academy agrees to indemnify and hold harmless Plum Borough School District from any and all liability including, but not limited to the cost of compensatory education, attorney's fees and court costs.

XIII. Identification of Eligible Students

1. Plum Borough School District will select students who are eligible for assignment to Longmore Academy through school district procedures and under the requirements of IDEA in the event the students receive special education services.

XIV. Insurance Requirements

1. MHY Family Services shall procure and maintain insurance from at least a class "BBB" liability insurance provider and carrying an aggregate limit of \$5,000,000.00 and a \$1,000,000.00 limit per occurrence. MHY Family Services shall procure and maintain

insurance covering the performance of services rendered under this Agreement insurance coverage that includes Workers' Compensation and Employers' Liability, Automobile Liability, and Professional Liability and shall obtain any other insurance coverage as may be required by law All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers that are licensed to do business in the Commonwealth of Pennsylvania.

XV. Assignability

- a. MHY Family Services shall not assign any rights or responsibilities under this Agreement without prior written approval from Plum Borough School District.

XVI. Jurisdiction and Venue

- a. The within Agreement was negotiated, drafted and executed in Butler County, Commonwealth of Pennsylvania, and the parties do hereby acknowledge and agree that all matters pertaining to the Agreement shall be heard in a court of law located in Butler County, Commonwealth of Pennsylvania, and in no other jurisdiction or venue.
- b. MHY Family Services and the Plum Borough School District agree that this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

XIX. Contract Termination Provisions

1. If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date of such termination. A notice of termination of no less than sixty (60) days shall be given. In the event of termination, all finished or unfinished documents, data, studies, photographs and reports or other materials prepared by MHY Family Services under this agreement, shall, at the option of Plum Borough School District, become its property, and MHY Family Services shall be entitled to receive compensation for any satisfactory work completed on such documents and other material.
2. All contractual matters relating to the provision of the service by MHY Family Services shall, upon termination by either party, be settled within sixty (60) days of the date of termination by the rendering of a bill marked "final bill" by MHY Family Services to Plum Borough School District.

XX. Payment Provision

1. Plum Borough School District agrees to the following payments provisions for all students placed at Longmore academy
1. Attachment B is the rate schedule for the purchase of desks prior to August 1. Purchasing desks prior to August 1st will decrease the daily cost of each desk depending on how many desks Plum Borough School District purchases.
2. Attachment C states the daily rate if Plum Borough School District does not choose to purchase desks prior to August 1st. Attachment C is to be filled out, signed by the appropriate people, and returned to MHY Family Services when a desk is purchased after August 1st. Attachment C only needs to be initiated when Plum Borough School District has exceeded the amount of desks they have purchased prior to August 1st.

XXI. Notice Provisions

1. Any notices provided to either party pursuant to this Agreement shall be addressed to MHY Family Services, 521 Route 228, Mars, PA 16046 or Plum Borough School District 545 Route 228 Mars, Pa 16046-3123 for which this agreement is with.

IN WITNESS WHEREOF, the duly authorized officer of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

MHY Family Services

By: Mark W. Kay

Title: Principal

Date: 5/13/13

Plum Borough School District

By: _____

Title: _____

Date: _____

ATTACHMENT B

To

Agreement between Plum Borough School District and MHY Family Services

All desks purchased prior to August 1st are discounted based on the amount of desks purchased. Failure to purchase desks prior to August 1st will subject the School District to the standard daily rate. Please check the appropriate column and write in the specific number of desks the School District wants to purchase for the school year.

Daily Rate

\$80 / day (Regular Ed) \$85 / day (Special Ed)

Pre-Purchased Options (Desks Purchased Before August 1st)

Price of desk for year	Price of desk per day	# of desks purchased (School District to complete)
Check the Contract Option:		
_____ \$13,500/desk	(\$75.00/day Regular Ed.) *(\$80.00/day Special Ed.)	_____
_____ \$12,600/desk (5-14)	(\$70.00/day Regular Ed.) *(\$75.00/day Special Ed.)	_____
_____ \$12,240/desk (15-29)	(\$68.00/day Regular Ed.) *(\$73.00/day Special Ed.)	_____
_____ \$11,700/desk (30 +)	(\$65.00/day Regular Ed.) *(\$70.00/day Special Ed.)	_____

MHY Family Services

Plum Borough School District

By: Mark W. King

By: _____

Title: Principal

Title: _____

Date: 5/3/13

Date: _____

* A \$5 supplemental rate will be applied to any Special Education Student

ATTACHMENT C

To

Agreement between Plum Borough School District and MHY Family Services

When the school district has exceeded the amount of desks purchased prior to August 1st
Attachment C must be filled out and signed by the School District.

Students Name: _____

* Signature of this form obligates Plum Borough School District to the daily rate of \$80 for regular education students and \$85/ day for Special Education Students

MHY Family Services

By: Mark W. King

Title: Principal

Date: 5/3/13

Plum Borough School District

By: _____

Title: _____

Date: _____