



WESTERN
PENNSYLVANIA
SCHOOL
FOR BLIND
CHILDREN

201 North Bellefield Avenue
Pittsburgh, Pennsylvania
15213-1499
(412) 621-0100
(412) 681-1736 Fax
www.wpsbc.org

OUTREACH PROGRAM
Beth Ramella, Program Director
ramellab@wpsbc.org
(412) 621-0100 Ext. 379
(412) 621-2181 Fax

April 27, 2018

Plum Borough School District
Attn: Brendan Hyland
900 Elicker Road
Plum, PA 15239

Dear Brendan,

Thank you very much for your interest in the Western Pennsylvania School for Blind Children Outreach Program. Enclosed please find the Outreach Services Contract Agreement for the Extended School Year (ESY). If you would be so kind, please sign both copies and return one original copy to me.

Please feel free to contact me by phone or e-mail with questions or concerns regarding this contract. We look forward to partnering with Plum Borough School District!

Sincerely,

Beth Ramella

Beth Ramella, M.Ed., TVI/COMS/CVI Project Leader
Director of Outreach

Mission Statement

The Mission of the Western Pennsylvania School for Blind Children is to be a leading educational facility and Outreach provider. The School offers a full range of exceptional individualized special education services fostering maximum independence for students with visual impairment, including blindness and other challenges, and provides support and resources to families and the community.



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OUTREACH SERVICES CONTRACT AGREEMENT

THIS AGREEMENT, made this 20th day of April, 2018 by and between **THE WESTERN PENNSYLVANIA SCHOOL FOR BLIND CHILDREN ("WPSBC") AND PLUM BOROUGH SCHOOL DISTRICT.**

WHEREAS, The Western Pennsylvania School for Blind Children Outreach Program desires to provide on campus, Extended School Year (ESY) vision services for student(s) served by PLUM BOROUGH SCHOOL DISTRICT.

THEREFORE, in consideration of the promises contained herein and intending to be mutually bound, the parties agree as follows:

I. SERVICES.

- A. WPSBC will provide vision services as described in Exhibit A, attached hereto, ("the Services") based on the Extended School Year schedule of Monday through Friday, during the hours of 9:00am to 2:30pm.
- B. Qualifications of Personnel. The WPSBC will utilize registered and/or licensed professionals, who will hold a current license, registration or certification to practice in the Commonwealth of Pennsylvania.
- C. Personnel Records Inspection. The WPSBC will make available for inspection, upon the request of PLUM BOROUGH SCHOOL DISTRICT, the personnel files of its professionals who are providing services for PLUM BOROUGH SCHOOL DISTRICT students. The contents of such file may include some or all of the following items:
 - 1. Verification of current licensure or certification as applicable
 - 2. Completed application for employment or resume
 - 3. Verified references
 - 4. Evidence of annual performance evaluation
 - 5. A criminal record check, conducted upon hire, if required by state law
 - 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- D. Clearances. All WPSBC staff members and independent consultants who may be assigned to work with PLUM BOROUGH SCHOOL DISTRICT students have met the applicable standards regarding hiring and the completion of background checks and clearances mandated by the Pennsylvania School Code and the Pennsylvania Department of Education.
- E. Student Records. The WPSBC agrees to provide PLUM BOROUGH SCHOOL DISTRICT with copies of all PLUM BOROUGH SCHOOL DISTRICT students' records. PLUM

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BOROUGH SCHOOL DISTRICT shall receive written notice of any meetings convened by the WPSBC to review and discuss PLUM BOROUGH SCHOOL DISTRICT student's progress during the school year and PLUM BOROUGH SCHOOL DISTRICT shall attend all such meetings. The WPSBC shall provide PLUM BOROUGH SCHOOL DISTRICT with quarterly progress updates regarding each PLUM BOROUGH SCHOOL DISTRICT student.

- II. **INDEPENDENT CONTRACTOR RELATIONSHIP.** WPSBC and PLUM BOROUGH SCHOOL DISTRICT agree that neither party to this Agreement shall be construed to be the employee, employer, agent or representative of the other, nor will either party have an expressed or implied right of authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party.
- III. **COMPENSATION.** Subject to the terms of this Agreement, WPSBC shall be paid the sum of Twenty-One Hundred Dollars (\$2,100) for all services provided during the term of this Agreement. WPSBC shall submit a billing statement monthly to PLUM BOROUGH SCHOOL DISTRICT for the services rendered. PLUM BOROUGH SCHOOL DISTRICT will reimburse for services rendered within forty-five (45) days of billing.
- IV. **TERM.** This Agreement shall be effective as of the date of execution hereof by the parties beginning on July 16, 2018 and shall continue until August 3, 2018.
- V. **TERMINATION OF THE AGREEMENT.** Either party may terminate this agreement upon sixty (60) days written notice to the other party.
- VI. **COMPLIANCE WITH LAWS AND REGULATIONS.** WPSBC staff shall provide services in compliance with all applicable statutes, ordinances, rules, orders, regulations, permits, and requirements of federal, state, municipal governments and administrative bodies, as well as the parties' applicable board policies.
- VII. **CONFIDENTIAL INFORMATION.** Without the prior consent of PLUM BOROUGH SCHOOL DISTRICT, WPSBC staff shall not, directly or indirectly, during the term of this Agreement and after its termination, divulge to any person, or use for their own benefit, any confidential information concerning the business, affairs, and clients of PLUM BOROUGH SCHOOL DISTRICT acquired by them during the performance of the duties hereunder.
- VIII. **INSURANCE.** WPSBC staff shall at all times maintain professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00). WPSBC affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance in amounts recognized as customary within the ordinary scope of its business.
- IX. **MUTUAL RELEASE FROM LIABILITY.**
 - A. Except as otherwise provided in this Agreement, PLUM BOROUGH SCHOOL DISTRICT, on behalf of itself, its agents, employees, directors, officers, affiliates, consultants, and/or contractors hereby releases WPSBC and its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and WPSBC hereby releases PLUM BOROUGH SCHOOL DISTRICT, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever

during the performance and execution of this Agreement.

- B. It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

X. **GOVERNING LAW AND VENUE.** Disputes under this agreement shall be resolved pursuant to the laws of the Commonwealth of Pennsylvania in the courts of Westmoreland County.

XI. **MODIFICATION.**

- A. This Agreement constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties.
- B. The parties specifically agree that any modifications to this Agreement must be separately negotiated and in writing, signed by both parties.

XII. **NOTICES.** All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the WPSBC as follows:

Contact
Name: Susan McAleer, Chief Financial Officer

Address: 201 North Bellefield Avenue, Pittsburgh, PA 15213-1499

Phone: (412) 621-0100 Fax: (412) 681-1736

Email: mcaleers@wpsbc.org

With a copy to WPSBC's counsel:

Alan Shuckrow, Esq.
Strassburger McKenna Gutnick & Gefsky
Four Gateway Center, Suite 2200
444 Liberty Avenue
Pittsburgh, PA 15222
Phone: (412) 281-5423
Fax: (412) 281-8264
Email: ashuckrow@smggglaw.com

All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to PLUM BOROUGH SCHOOL DISTRICT as follows:

Contact Name: Brendan Hyland, Superintendent

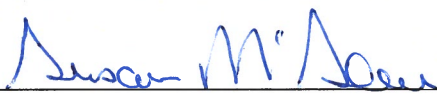
Address: PLUM BOROUGH SCHOOL DISTRICT
900 Elicker Road
Plum, PA 15239

Phone: 412.798.6359

Fax: _____

Email: hylandb@pbsd.k12.pa.us

By signing below, each person represents he/she has the authority to execute this Agreement on behalf of their respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.



Susan McAleer, Chief Financial Officer
Western PA School for Blind Children

4/26/18

Date

Brendan Hyland, Superintendent
PLUM BOROUGH SCHOOL DISTRICT

Date

Appendix A

The Western PA School for Blind Children will provide a certified Teacher of the Visually Impaired and/or a Certified Orientation and Mobility Specialist. Teacher of the Visually Impaired and Orientation and Mobility services may include performing or facilitating necessary evaluations (functional vision evaluation, learning media assessments, technology, expanded core curriculum and orientation and mobility). These assessments will aid in the development of IFSP/IEP decisions and will determine the frequency and duration of direct service. The TVI/COMS will consult and work collaboratively with the parents, district personnel and/or educational team and will maintain ongoing communication with all parties involved with the student's education.