

Contract for the Provision of Alternative Education Services

by and between

ERIE COUNTY TECHNICAL SCHOOL, a vocational technical school organized and existing pursuant to the Pennsylvania Public School Code of 1949, 24 P.S. §18-1801 et seq., with a principal place of business at 8500 Oliver Road, Erie, Pennsylvania, 16509-4699 (“School”)

AND

SARAH A. REED CHILDREN’S CENTER, a non-profit corporation organized and existing pursuant to laws of the Commonwealth of Pennsylvania with a principal place of business at 2445 West 34th Street; Erie, Pennsylvania, 16506 (“Center”)

1. Purpose, Authority and Compliance.

A collaborative effort between the Erie County Technical School & Sarah A. Reed Children’s Center has been formed to provide a Career Alternative Education Program (“Program”). This is an agreement for the provision of *therapeutic alternative education services* for disruptive youth services between the Erie County Technical School, and the Sarah A. Reed Children’s Center, in the operation of the Career Alternative Education Program pursuant to remain in compliance with Act 30, Act 48, 2003/2008 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program.

2. Facilities.

The program will operate in the classrooms and vocational laboratories of the Erie County Technical School located at 8500 Oliver Road, Erie, Pennsylvania.

3. Environmental Health and Safety.

Since the program will operate within the Erie County Technical School, all specifications for environmental health and safety come under the auspices of the Pennsylvania Department of Education. The Erie County Technical School assures that its plant and operations meet state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness are provided in concert with 24 P.S. §7-736, §7-737.

4. School Food Service.

The Career Alternative Education Program does provide a daily meal for students enrolled in the program that is prepared in a school kitchen. The Erie County Technical School

assures that kitchen and cafeteria facilities used for this food service meet all state and local statutes regarding food safety and sanitation.

5. Staffing.

Program Management & Supervision. The School retains management rights and agrees to work collaboratively with the Center regarding program supervision.

Instructional & Support Staff. The Center will provide all instructional and support staff necessary for the program's operation. The instructional staff is to include basic academic and vocational personnel. *A teacher with special education certification must teach any student eligible for special education services under IDEA in a public or private AEDY program.* The support staff is to include program supervisor, case manager, behavior counselors, and clinical services.

Health & Moral Character. This contract requires that all staff members provided by the Sarah A. Reed Children's Center to the Career Alternative Education Program be of good moral character and at least 18 years of age. It is further required that all staff members associated with the program have been examined by a physician, have had tests for tuberculosis, and that the Erie County Technical School shall have on a file a certificate from a physician verifying the examination.

Citizenship. This contract further requires that Center members associated with the program are citizens of the United States or that they hold a United States Immigration Service visa which authorizes the alien to reside and seek employment within the United States.

Criminal History Check. This contract stipulates that all Center employees working with the Career Alternative Education Program have on file at the school appropriate background information, including Criminal History Record, as required by 24 P.S. §1-111, Pennsylvania Child Abuse History Clearance as required by 23 P.S. §6354, and Act 114 of 2006, 24 PS §1-111 as amended, requiring Federal Criminal Background Checks for all prospective school employees and contractors' employees.

6. Student Attendance.

The Erie County Technical School shall be responsible for maintaining the students' attendance information. Instructional or support staff associated with the program will enter daily attendance information into the Erie County Technical School's student information database.

The Erie County Technical School further assures that pupil attendance provisions under Chapter 11 of the State Board of Education Regulations will be complied with in full.

7. Student Records.

It shall be the responsibility of the Erie County Technical School to keep complete, accurate and detailed records of each individual student, such as the number of hours of instruction, scholastic achievement, test scores, discipline data, and student health information.

The School and Center, their agents and employees shall perform their respective duties to ensure that student records shall remain confidential as required by law. The Center further provides that the School may access private provider student and program records as they relate to the Career Alternative Education Program. *The Center will also use the School's approved student information management system for registration, grades, attendance, accommodations and all other relevant student information.*

8. Transportation.

The parties to this contract understand that the transportation of alternative education students to the Career Alternative Education Program is the responsibility of the school districts that participate in the program. Neither party assumes any responsibility for student transportation.

9. Safe Schools Requirements.

The Center assures the School that the Program shall function within the provisions of the School Code found at 24 P.S. §13-1301-A et seq. The Center further assures the School that it has developed and adheres to a written policy as mandated by the School Code at 24 P.S. §13-1301-A et seq. (copy attached).

The Erie County Technical School stipulates that:

- 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 shall be reported to the Department of Education pursuant to 24 P.S. §13-1303-A.
- b. Arrangements are in place with local law enforcement to follow when an incident involving an act of violence occurs on site of the program.

10. School Health Services.

The School shall make provisions for appropriate school health services as provided for under of the School Code at 24 P.S. §14-1401 et seq. These services shall be provided by the school health staff at the School or by way of school health staff at the participating school districts.

11. Academic Standards, Assessment, and Regulatory Compliance.

The Center assures the School that it is in compliance with the sections of the School Code identified in Attachment A, *Sections That Apply to Private Alternative Education Institutions*. The parties to this contract also understand that as the Center is a qualified Private Alternative Education Institution for alternative education programs, it is exempt from School Code provisions and from regulations of the State Board of Education as set forth in the School Code at 24 P.S. §19-1902-E(3).

The Center assures the School that the program services provided by the Center will comply with statutory requirements identified in 24 P.S. § 19-1902-C except for clauses (1), (3), and (6) as allowed by School Code at 24 P.S. §1901-E et seq. for Private Alternative Education Institutions.

12. Special Education Services and Programs.

The School assures that all special education services and provisions required under Chapter 14 of the State Board of Education regulations and Chapter 342 of the Department of Education Standards will be strictly followed and shall include:

- Consultation with student and parent/guardian (34 CFR 300.345);
- Review of the student’s Individual Education Plan (IEP) (34 CFR 300.343 (c)) delineating and ensuring that the IEP is followed;
- Child Find provisions and related reporting; and
- Required updates to the IEP.

13. Identification and Enrollment of Eligible Students.

A. Student referral eligibility.

All students referred to the Career Alternative Education Program must:

1. Be currently enrolled in a middle school or high school (grades 6-12) as a regular or special education student, and
2. Meet the definition of “disruptive” as described in the School Code at 24 P.S. §19-1901-C(5).
3. The Participating School District must provide School and Center with evidence of compliance with due process notice and informal hearing requirements of the School Code 24 P.S. §13-1301 et seq. and the Department of Education regulations at 22 Pa. Code §12.8

B. Intake and Admission Process

1. All written referrals to the program are processed/initially screened by the program’s Supervisor of Admission.
2. Qualified students and parent(s) are scheduled for an assessment interview and site tour.
3. The Supervisor of Admission presents the case to the Admissions Team for review and formal approval.

4. If a student is accepted, then a formal intake meeting is scheduled with the student and parent(s). If a student is not accepted, then the Participating School District will be notified.

C. Exclusion Criteria

A student can be excluded from the program for any of the following reasons:

1. Student has not been stabilized in an in-patient hospital setting.
2. A less restrictive level of care is available and will be effective.
3. A diagnosis of Mental Retardation and/or cognitive/intellectual limitations only when it would preclude a student's benefit from the program.
4. Serious Drug or Alcohol dependence/or abuse.
5. Acute suicidal or homicidal ideation/or gestures.
6. A student who is an active sexual perpetrator as evidenced by a recent history of sexually acting out behavior with younger children or a student who is unable to control their sexually acting out behavior/abuse on their own.
7. Student has been accused or adjudicated of a violent crime.
8. A more intensive level of care is required and would be effective.

D. Periodic Review of Students

The School and the Center agree to review student progress once each semester, at a minimum, for students that may be returning to the regular curriculum.

E. Annual Report

The Center, in cooperation with the School, shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

14. Length of Contract.

This contract will be effective from July 1, 2018 through June 30, 2019 dependent upon program and funding approval from the Pennsylvania Department of Education.

15. Payment Schedule.

The Center will invoice the School each month based on the actual weekly pupil membership count of the students enrolled during that month at the rate derived from the approved per diem sliding scale (see Attachment B). Actual weekly pupil membership count is calculated on the days per week per student basis. (e.g. A student enrolls on the third day of five days during Week 1. Three days will be invoiced for Student A in Week 1 at the applicable per diem sliding scale rate.)

16. Hold Harmless Clause.

The Center shall be responsible for and agrees to indemnify and hold harmless the School from damages to property or injuries (including death) to any person(s) and any other losses,

damages, expenses, claims, demands, suits and actions by any party against the School in connection with the work performed by the Center.

17. Contract Termination Rights.

The School and the Center may terminate this Agreement during the term thereof, or any renewal period upon giving ninety (90) days notice.

18. Insurance Considerations.

During the term of this Agreement, and any renewal thereof, the Center shall provide the School with general liability insurance naming the School as an additional insured with a policy limit satisfactory to the School. The Center shall also maintain and carry during the term of this Agreement Workers' Compensation coverage, if applicable and as required of employees in Pennsylvania and Contractual Liability coverage to insure the performance of indemnification provisions of this Agreement.

19. Entire Agreement: Modification.

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

20. Governing Law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

22. Notices.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School:

Erie County Technical School
8500 Oliver Road
Erie, PA 16509-4699

If to Center:

Sarah A. Reed Children's Center
2445 West 34th Street
Erie, PA 16506

Or to such other persons or places as either party may from time to time designate by written notice to the other.

23. Waiver.

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

24. Assignment: Binding Effect.

Center shall not assign or transfer, in whole or in part, this Agreement or any of Center's rights, duties or obligations under this Agreement, without prior written consent of School, and any assignment or transfer by Center without such consent shall be null and void.

IN WITNESS WHEREOF, the School and the Center have caused this Agreement to be executed in their names and on their behalf and attested to by their duly authorized officers as of this ___th day of _____, 2018.

WITNESSETH:

ERIE COUNTY TECHNICAL SCHOOL

WITNESSETH:

SARAH A. REED CHILDREN'S CENTER

371815

ATTACHMENT A

STATE LAWS AND REGULATIONS THAT APPLY TO PRIVATE ALTERNATIVE EDUCATION INSTITUTIONS (Private Providers)

Citation	Subject
24 P.S. § 1902-E	Discrimination in admissions, hiring or operation
24 P.S. § 1902-E	Nonsectarian nature of operations
24 P.S. § 1902-E	Prohibition against religious instruction, objects and symbols
24 P.S. § 1-111	Requirement for criminal history background checks
24 P.S. § 3-325	Offering bribes; penalty
24 P.S. § 3-326	Receiving bribes; penalty
24 P.S. § 3-327	Demanding gratuities from teachers of supervisors
24 P.S. § 4-431	Bond requirement for secretary of board
24 P.S. § 4-436	Bond requirement for treasurer of board
24 P.S. § 4-437	Audit requirements
24 P.S. § 4-443	Embezzlement by school treasurer and penalty
24 P.S. § 5-518	Requirement for retention of records
24 P.S. § 5-527	Termination of employees for controlled substance delivery
24 P.S. § 7-736	Safety requirements of classrooms
24 P.S. § 7-737	Safety requirements of classrooms
24 P.S. § 7-738	Safety requirements of classrooms
24 P.S. § 7-739	Safety requirements of classrooms
24 P.S. § 7-740	Safety requirements of classrooms
24 P.S. § 7-741	Safety requirements of classrooms
24 P.S. § 7-753	Minimum wages for school construction
24 P.S. § 7-755	Contracts to prohibit discrimination
24 P.S. § 7-771	Display of United States flag
24 P.S. § 8-809	Giving or receiving bribes
24 P.S. § 9-810	Giving or receiving bribes
24 P.S. § 11-1112	Wearing of religious garb, insignia, etc. by teachers; penalty
24 P.S. § 13-1303-A	Reporting of acts of violence, possession of weapons or use of sale of controlled substances
24 P.S. § 13-1317	Exercise of authority over pupils
24 P.S. § 13-1317.1	Prohibition of telephone paging devices
24 P.S. § 13-1317.2	Possession of weapons prohibited
24 P.S. § 13-1327	Attendance of pupils
24 P.S. § 13-1332	Filing of reports of enrollments, attendance and withdrawals
24 P.S. § 13-1361	Responsibility for transportation of pupils
24 P.S. § 13-1366	Computation of distances for pupil transportation
24 P.S. § 15-1501	Requirement for 180 days of instruction
24 P.S. § 15-1513	Instructional reference to alcohol, stimulants and narcotics

24 P.S. § 15-1517	Instruction of fire dangers and conduction of drills
24 P.S. § 15-1518	Instruction of fire dangers and conduction of drills
24 P.S. § 15-1546	Release of students for religious instruction
24 P.S. § 15-1547	Instruction in alcohol, chemical and tobacco abuse
24 P.S. § 21-2134	Pertaining to districts of the first class and placement of adjudicated students.
Article XIII-A	Requirements for safe schools
Article XIV	Requirements for school health services
22 Pa. Code Ch. 4	Academic standards and assessment
22 Pa. Code Ch. 11	Requirements for pupil attendance
22 Pa. Code Ch. 14	Special education services and programs
P.L. 776, No. 341	Pennsylvania Fair Educational Opportunities Act

