

**CAREER ALTERNATIVE EDUCATION PROGRAM
EDUCATIONAL SERVICES AGREEMENT**

This Agreement is made this _____ day of January, 2020 by and between **ERIE COUNTY TECHNICAL SCHOOL** a vocational technical school organized and established 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 (“**ECTS**”) and **BETHESDA LUTHERAN SERVICES**, a non-profit corporation organized and established pursuant to the laws of the Commonwealth of Pennsylvania with a principal place of business at 15487 State Highway 86, Meadville, Pennsylvania 16335 (“**Bethesda**”).

WITNESSETH:

WHEREAS, Bethesda is a Pennsylvania Department of Education approved private provider of Alternative Education For Disruptive Youth (“**AEDY**”) services, providing local school districts with educational services, along with therapeutic and developmental counseling, to students who have been removed from the regular education setting for certain disciplinary reasons.

WHEREAS, ECTS is a technical education and technical training school for high school students and adults partnering with school districts, regional employers and surrounding universities to prepare high school graduates for their workforce and higher education.

WHEREAS, ECTS and Bethesda desire to combine their efforts to provide therapeutic alternative education services for disruptive youth services in the operation of the Career Alternative Education Program (“**CAEP**”) 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.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. **Program Requirements.** Bethesda will assure that the CAEP program will comply with the following conditions:

- 1.1. *Statutory Compliance.* Bethesda will provide therapeutic alternative education services for disruptive youth services in the operation of the Career Alternative Education Program pursuant to, and 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.

- 1.2. *Administrative Compliance.* Bethesda will assure compliance with all of the required CAEP documentation and reporting of attendance, academic performance, behavioral interventions, counseling, etc. to ECTS, sending schools, parents and government agencies.

1.3. *Specific Component Requirements.* Bethesda will provide a need based intake and assessment program component; an academic and testing component; a therapeutic component; a career planning and preparation component; and a transition programming component for students re-entering mainstream public schools. Specific details of each component is provided in the attached Exhibit “A”.

2. **Bethesda Requirements.** In providing the services to ECTS, Bethesda will comply with the following conditions:

2.1. *Instructor Recruiting, Screening, Hiring, Training.* Bethesda will recruit, screen, hire and train qualified instructional and support staff necessary for the program’s operation including program supervisors, case managers, behavioral counselors and clinical services providers. Specific requirements of full or part time staffing and staffing educational credentials will be subject to approval by each individual district which will not be unreasonably rejected.

2.2. *Nondiscrimination and ADA.* Bethesda will not unlawfully discriminate against any person because of sex, race, disability, national origin, veteran status, religion or creed. Bethesda agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal opportunity employment.

2.3. *Moral Character and Citizenship.* Bethesda will assure that all of its staff members are of good moral character, at least 18 years of age and citizens of the United States or hold a United States Immigration Service visa authorizing the residency and employment within the United States.

2.4 *Criminal History Check.* Bethesda will assure that all Bethesda staff associated with the Program have appropriate background information, including a Criminal History Record check, 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.

2.5. *Standards and Compliance.* Bethesda represents that it is in compliance with all relevant sections of the School Code pertinent to Private Alternative Education Institutions. Bethesda further represents that its services are in compliance with all relevant provisions for Private Alternative Education Institutions found in the School Code, 24 P.S. §1901 et seq.

2.6. *Student Privacy; FERPA Compliance.* Bethesda will comply with all applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g (1974) and any relevant Code of Federal Regulations.

2.7. *Course Materials.* Bethesda will use current and up to date Course Materials. The Course Materials will be determined at the discretion of Bethesda.

2.8. *Student Records.* Bethesda shall be responsible for maintaining student attendance information as provided by the instructional or support staff associated with the program. Bethesda will also assure the compliance of all relevant pupil attendance standards.

3. **ECTS Requirements.**

3.1. *Facilities and Utilities.* ECTS will grant Bethesda access to, and use of, ECTS offices, classrooms and labs as needed to meet the CAEP enrollment requirements of Section 4.1 and to meet the requirements of the CAEP program generally. ECTS will also provide all necessary janitorial services, utilities and grounds maintenance including snow removal. ECTS will assure that its facilities meet state and local standards 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.

3.2. *Equipment and Technology.* ECTS will provide Bethesda with suitable furniture for offices and instructional space; computers for instructor and student use; and internet access.

3.3. *Administrative Support.* ECTS will provide ½ full time equivalent (FTE) support for the CAEP program.

3.4. *Food Services.* ECTS will provide daily lunch for students enrolled in the program and will assure that its kitchen and cafeteria facilities used for this food service meet all state and local standards regarding food safety and sanitation.

4. **Student Enrollment and Fees.**

4.1. *Enrollment.* Required student enrollment will require one (1) middle school class and one (1) high school class with approximately 20 students in each class, scalable to two (2) high school classes if needed.

4.2. *Pricing.* Pricing shall be based on class size for each middle school and high school unit.

4.3. *Fees.* Fees, including fee structure and payment terms, shall be agreed upon with each school district participating in the program on an individual basis.

5. **Transportation.** Both 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.

6. **Services Agreement Term.** This Agreement shall be effective from _____, 2020 through _____, 20__ contingent upon program and funding approval from the Pennsylvania Department of Education.

7. **Liability, Indemnification and Insurance:** Bethesda will carry insurance pursuant to the following limits and will provide proof of insurance upon request:

7.1 Worker's Compensation Insurance as required by laws of the Commonwealth of Pennsylvania.

7.2 General Liability Insurance naming ECTS as an additional insured with a policy limit satisfactory to ECTS.

8. Operative and Interpretive Provisions.

8.1. *Assignment.* This Agreement is personal and is assignable or transferable only upon the prior written consent of the ECTS. This Agreement is binding on, and inures to the benefit of, and is enforceable by, the Parties and their respective successors and assigns.

8.2. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be considered one and the same Agreement, binding on all of the Parties, even if all of the Parties have not signed the same original or the same counterpart.

8.3. *Governing Law.* This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

8.4. *Entire Agreement.* This Agreement supersedes and takes the place of any and all previously written or oral agreements, representations and negotiations, if any, between the parties covering the terms of this Services Agreement. The Parties may amend this Agreement only upon written mutual consent.

8.5. *Interpretation of Agreement and Headings.* The section headings in this Agreement are for reference and convenience purposes only, will not be considered in the construction of this Agreement, and will not affect the meaning or interpretation of it.

8.6. *Severability.* If any provision, paragraph, sentence, or word of this Agreement is declared void by a court of competent jurisdiction; then the provision, paragraph, sentence, or word will be severed from this Agreement, and the remainder of the Agreement will remain in effect.

9. **Notices.** Any notice, request, consent or other communication permitted or required to be given under this Agreement will be in writing and signed by an authorized representative of the party providing the communication and shall be 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, or Federal Express or Express Mail addressed as follows:

If to ECTS:

Erie County Technical School
8500 Oliver Road.
Erie, Pennsylvania 16509

If to Bethesda:

Bethesda Lutheran Services
15487 State Highway 86
Meadville, Pennsylvania 16335

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

10. **Execution.** This Agreement is effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date and year first above written.

BETHESDA LUTHERAN SERVICES

**ERIE COUNTY TECHNICAL
SCHOOL**

By: _____

By: _____