

TUNKHANNOCK AREA SCHOOL DISTRICT
SUPPLEMENTAL AGENDA

BOARD OF SCHOOL DIRECTORS
WORK SESSION/BOARD MEETING
HIGH SCHOOL AUDITORIUM
THURSDAY, JULY 9, 2020

1. Recommend that a resolution be adopted approving an agreement between the Tunkhannock Area School District and PATH (PA Treatment & Healing) for the 2020-2021 school year. (pp2-10)

Motion by _____ Seconded by _____

2. Recommend that a resolution be adopted approving an agreement between the Tunkhannock Area School District and Apple Tree Educational Associates for contracted psychologist services from 8/1/2020 through 6/30/2021. (pp11-14)

Motion by _____ Seconded by _____

**ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH
AGREEMENT FOR SERVICES**

Approved Private Provider: **PA Treatment & Healing**
Public School District: **Tunkhannock Area School District**

AND NOW, this 24th day of June, 2020, **PA Treatment & Healing**, with a principal place of operations located at 2400 Stafford Avenue, Scranton PA, 18505, hereafter referred to as "PROVIDER", and the **Tunkhannock Area School District**, with a principal place of operations located at 41 Philadelphia Ave, Tunkhannock, PA 18657 hereafter referred to as "SCHOOL DISTRICT" enter into this Act 48 Program Agreement for Services ("Agreement"), as follows:

WHEREAS, PROVIDER is providing Act 48 Alternative Education for Disruptive Youth Services; and

WHEREAS, PROVIDER is an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the "Act"), whereby PROVIDER is authorized to enter into contractual arrangements with local School Districts to provide educational services to "disruptive youth" as that term is defined in the aforesaid Act; and

WHEREAS, PROVIDER has developed a specific educational program (the "Program").

NOW THEREFORE, in accordance with the aforesaid recitals, PROVIDER and the SCHOOL DISTRICT, intending to be legally bound, agree as follows:

I. DEFINITIONS

The following definitions apply regarding the text of this Agreement:

- R. "TERM" For purposes of this Agreement, "Term" shall be defined as the 2020-2021 School Year;
- B. "PROGRAM" For purposes of this Agreement, "Program" shall be defined as the PROVIDER Alternative Education for Disruptive Youth Program;
- C. "SCHOOL DISTRICT" For purposes of this Agreement, "SCHOOL DISTRICT" shall collectively be defined as all schools of the above referenced School District, acting by and through their authorized employees, agents and representatives; and
- D. "STUDENT" For purposes of this Agreement, "Student" shall be defined as an individual, enrolled in either middle school or high school, at SCHOOL DISTRICT who has been designated by the SCHOOL DISTRICT as a "disruptive youth" in accordance with the Act.

II. MATRICULATION RIGHTS

SCHOOL DISTRICT shall have the right to matriculate students into the PROVIDER Program, under the following terms and conditions:

- A. SCHOOL DISTRICT shall certify to PROVIDER that the Student is "disruptive" as defined in the Act and provide all pertinent information to PROVIDER regarding said Student;
- B. SCHOOL DISTRICT shall provide PROVIDER with the opportunity to conduct a pre-intake conference to include the parent or guardian and the student in an effort to determine appropriateness of this placement.
- C. SCHOOL DISTRICT shall provide the courses of study to be used by the student as part of his/her curriculum, as well as a selected teaching staff representative to interact with the PROVIDER representative.
- D. SCHOOL DISTRICT shall provide the curriculum, including appropriate textbooks, assignments and examinations for students matriculated if for a predetermined period of 30 school days or less, when applicable.

III. COMPLIANCE WITH DEPARTMENT OF EDUCATION GUIDELINES

- A. During the entire term of this Agreement, PROVIDER and SCHOOL DISTRICT warrant to each other that they shall

both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein.

- B. PROVIDER warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of the original Pennsylvania Department of Education approvals.

IV. FACILITIES

- A. PROVIDER warrants that its facilities conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and/or the Department of Community Development of the City of Scranton where applicable, and that said facilities have been approved and a current Certificate of Occupancy is on display at each facility.
- B. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, true and correct copies of the original permits, licenses and/or approvals.

V. ENVIRONMENTAL HEALTH AND SAFETY

- A. PROVIDER warrants that the necessary precautions are taken to protect the health, physical welfare and safety of students. PROVIDER shall comply with 24 P.S. § 7-736, 7-737, 7-738, 7-739 and 7-740.
- B. PROVIDER warrants that facilities shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
- C. PROVIDER warrants that all students and parents are informed of the PROVIDER Grievance Procedure, which is outlined in the PROVIDER Student Handbook. Student and Parental concerns are addressed in accordance with the PROVIDER Grievance Procedure.

VI. SCHOOL FOOD SERVICE

PROVIDER shall not operate any food service program, and the requirements set forth in the Guidelines for Private Alternative Educational Institutions do not apply. However, SCHOOL DISTRICT shall make arrangements for students who are determined to be eligible for the free/reduce lunch program.

VII. STAFFING

- A. PROVIDER warrants that all members of its staff, in accordance with company policy, are 21 years of age or older.
- B. In accordance with state regulations, PROVIDER requires all employees to provide proof of an examination by a licensed physician including verification that the employee has no communicable diseases and has been tested for tuberculosis. Verification of this examination shall be recorded in personnel files.
- C. In accordance with company policy, all staff members are required to provide proof that they are citizens of the United States or hold a United States Immigration Services visa. This information is verified before an individual is hired and is on record in their personnel file
- D. PROVIDER warrants that all members of its staff are required to have child abuse, criminal history clearances as a condition of employment in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to the Child Protective Services Law), and 24 P.S. §§ 1-111 (relating to Background checks of prospective employees). These clearances must be renewed upon hire and then every 3 years thereafter.
- E. It shall be the responsibility of PROVIDER to assure that employees have background clearances, including an FBI clearance, as required by 24 P.S. § 1-111 and 23 P.S. § 6354. PROVIDER understands that the failure to maintain appropriate background clearances of employees shall be grounds for termination of the Department of Education approval as an alternative education provider.

- F. Staff hiring retention and utilization shall be in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to Child Protective Services Law).

VIII. STUDENT ATTENDANCE

- A. PROVIDER warrants that it shall maintain records of students' attendance in accordance with Chapter 11 of the State Board of Educational Regulations.
- B. Methodology for assuring appropriate attendance records are maintained:
1. The Alternative Education Program calendar will be operated in accordance with a public school calendar within which the PROVIDER site is located. A copy of the calendar is attached.
 2. The specific method for maintaining attendance records shall be a daily physical check of each student, documentation of said daily physical check in a written Attendance Log, kept on file at PROVIDER, with attempted daily contact to each parent or guardian of said student if said student is not present when school is in session.
 3. PROVIDER shall forward monthly attendance records to the SCHOOL DISTRICT. Attendance records may be forwarded by PROVIDER on a more frequent basis if requested by the SCHOOL DISTRICT.
- C. Students with serious mental health issues may be determined to be inappropriate for continuation of services by PROVIDER. In those situations, PROVIDER will work with the SCHOOL DISTRICT to arrange a more appropriate setting.
- D. Because many of the students come to the program with a high rate of absenteeism, PROVIDER has the policy that no illegal (unexcused) days are granted.
- E. Authorized absences, trancies and unexcused absences lasting five (5) days or less will be billed in accordance with the standard charge. This permits the PROVIDER staff the opportunity to locate missing students, contact families and authorities. It also assures the placement of the student upon return.
- F. Absences lasting beyond the five (5) day limit will be billed in accordance with the request of the SCHOOL DISTRICT. PROVIDER staff will contact the appropriate SCHOOL DISTRICT representative before the end of the five (5) days to determine the course of action. Return placement for absentee students and all subsequent PROVIDER staff services beyond five days WILL NOT continue unless the SCHOOL DISTRICT is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from the PROGRAM.

IX. STUDENT RECORDS AND REPORTS

- A. PROVIDER warrants that during the entire term of this Agreement, the SCHOOL DISTRICT shall receive a written progress report for each SCHOOL DISTRICT student matriculated into the PROGRAM. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.
- B. PROVIDER shall maintain students' records as follows:
1. Academics and Permanent Records
 - a. All test results;
 - b. PROVIDER quarterly progress report for each marking period and monthly reports. Copies are sent to parents, the SCHOOL DISTRICT, and the referring agency, when applicable.
 - c. Student Progress Report;

- d. Previous school records; and
 - e. Other pertinent documentation as required by the Pennsylvania Department of Education.
2. Testing and Results
 3. Health Records, which shall be forwarded to PROVIDER by the SCHOOL DISTRICT.
 4. Miscellaneous
Includes monthly behavioral assessments, incident reports, etc.

C. Review of students' records will be provided as follows:

1. PROVIDER will forward progress reports to the SCHOOL DISTRICT monthly and quarterly. Such reports shall contain any and all information requested and shall be submitted within two weeks of the due date.
2. A quarterly review of the student's progress shall be provided to the parent or guardian, and school district representative.
3. This review shall occur more frequently at the discretion of the SCHOOL DISTRICT.
4. SCHOOL DISTRICT representatives are encouraged to visit students during program hours.
5. SCHOOL DISTRICT and PROVIDER ensure a periodic review, at a minimum at the end of every semester, for reviewing progress and or returning students to the regular classroom setting. This review shall be conducted during conferences, at a mutually convenient location, with PROVIDER, SCHOOL DISTRICT staff and parents/guardians of the student.

X. TRANSPORTATION

SCHOOL DISTRICT shall be responsible for transportation of said students to and from PROVIDER in accordance with 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

XI. REQUIREMENTS UNDER SAFE SCHOOLS

A. PROVIDER warrants that its PROGRAM complies with all provisions of Article XIII-A of the School Code.

B. PROVIDER shall comply with Article XIII-A as follows:

1. 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 person on school property shall be addressed by PROVIDER Staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by PROVIDER Staff.
2. PROVIDER staff shall complete a written Incident Report. This report shall set forth the name of the student and all pertinent information regarding all new incidents by any student from the SCHOOL DISTRICT on PROVIDER property.
3. The Incident Report shall be submitted to the SCHOOL DISTRICT. The SCHOOL DISTRICT shall in turn report these incidents to the Department of Education pursuant to 24 P.S. § 13-1303-A.
4. PROVIDER shall retain a copy of the Incident Report in the student's file.
5. PROVIDER maintains working relationships with local law enforcement, as well as the county juvenile probation departments.

XII. SCHOOL HEALTH SERVICES

A. The SCHOOL DISTRICT shall assure that appropriate school health services, under Article XIV of the Public School

Code, are provided to all students matriculated at PROVIDER. Each student's participation in school health services shall be monitored and administered by the SCHOOL DISTRICT. When a student's participation is required in mandated health examinations, the SCHOOL DISTRICT shall notify PROVIDER and the student's parent/guardian, obtain any applicable parental consent, and/or obtain records if parents choose to have private exams by family physician or dentist.

Coordination of these services shall be the joint responsibility of PROVIDER and the SCHOOL DISTRICT. PROVIDER shall make arrangements with the SCHOOL DISTRICT to provide students an opportunity to receive health screenings as required under Article XIV of the Public School Code.

Records shall be forwarded to PROVIDER by the SCHOOL DISTRICT within two weeks of the student's health examinations for inclusion in the student's records.

- B. All PROVIDER employees shall be trained to provide first aid services. Training shall include First Aid, cardiopulmonary resuscitation and universal precautions. Training shall include crisis intervention, behavior management, suicide prevention, and health and other special issues affecting the student population. Examples of health and other special issues include sexually transmitted diseases, seizure disorders, asthma, mental illness, substance abuse, developmental disabilities, etc.

XIII. ACADEMIC STANDARDS AND ASSESSMENTS

- A. The SCHOOL DISTRICT shall assure that PROVIDER complies with academic standards and assessments under Chapter 4 of the State Board of Education Regulations in full unless specific waivers are requested by the SCHOOL DISTRICT under 24 P.S. 19-1902C and/or 22 Pa. Code 4.82 and approved by the Department of Education.
- B. PROVIDER shall provide basic education, which includes a core curriculum of math, social studies, English, science, and literature. Physical education /health and life skills instruction are also components of the program.
- C. PROVIDER shall comply with 24 P.S. §15-1547 (relating to instruction in alcohol, chemical and tobacco abuse).

XIV. SPECIAL EDUCATION SERVICES AND PROGRAMS

- A. SCHOOL DISTRICT warrants that special education services and provisions required under Chapter 14 of the State Board of Education regulations and 34 CFR Part 300 (relating to Assistance to States for the Education of Children With Disabilities) of the Department of Education Standards are strictly followed.
- B. SCHOOL DISTRICT warrants that no student who is eligible for special education services pursuant to the Individuals with Disabilities Act (Public Law 91-230, 20 U.S.C. Section 1400 et seq.) shall be deemed a disruptive student, except as provided for in 22 Pa. Code Section 14.143(relating to Disciplinary placements).
- C. SCHOOL DISTRICT shall establish and implement procedures to appoint an IEP team as defined in 22 Pa. Code Section 14.154 (relating to IEP) and 34 CFR 300.344 (relating to IEP team). The IEP team established by the SCHOOL DISTRICT shall, in accordance with 34 CFR 300.346 (relating to Development, review, and revision of IEP) and 34 CFR 300.347 (relating to Content of IEP), determine the appropriate placement for the student. In accordance with 34 CFR 300.345(c), the SCHOOL DISTRICT warrants that a consultation with the student, parent/guardian will occur securing the student, parents/guardians written approval to enroll the student in the PROVIDER program. SCHOOL DISTRICT warrants that it complies with requirements identified in 34 CFR Part 300, Subpart E, Procedural Safeguards, Due Process Procedures for Parents and Children.
- D. PROVIDER does not warrant a Certified Special Education Teacher will be employed at each facility and/or for the term of this Agreement. Any services that are not provided by PROVIDER or cannot be provided by PROVIDER during the period of enrollment shall be the responsibility of the SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law.
- E. Prior to the matriculation of a student who is eligible for special education services into PROGRAM, SCHOOL DISTRICT shall determine the appropriateness of the student's placement in an alternative education setting. SCHOOL DISTRICT is responsible for determining, on a case-by-case basis, if the requirements of a student's IEP can be met in the PROGRAM. The SCHOOL DISTRICT shall update the student's IEP to reflect the decision to enroll the student in the PROGRAM.

- F. Provided that the SCHOOL DISTRICT deems the alternative education placement appropriate for a student who is eligible for special education services, PROVIDER, as an independent contractor of the SCHOOL DISTRICT, shall implement the IEP of designated students under the supervision of the SCHOOL DISTRICT personnel, as defined in 34 CFR 300.23 (relating to Qualified Personnel), who have participated in the development of the student(s) IEP.
- G. If a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), PROVIDER will notify the SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services.

XV. IDENTIFICATION OF ELIGIBLE STUDENTS

- A. In accordance with the provisions set forth in 24 P.S. Section 1901-C(5), the SCHOOL DISTRICT shall set forth its internal policies to identify those SCHOOL DISTRICT students who are eligible for the PROGRAM, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).
- B. Assurances that notice of the hearing shall precede placement in the PROGRAM. Where the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the student may be immediately removed from the regular educational curriculum with notice and a hearing to follow as soon as practicable.

XVI. EXEMPTION FROM STATUTORY REQUIREMENTS

- A. PROVIDER, as an Act 48 Alternative Educational Services Provider, shall be exempt from all statutory requirements established in the School Code and from regulations of the School Board of Education, with the exception of those statutory requirements identified in 24 P.S. 1902-E(3).
- B. PROVIDER warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E(3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding PROVIDER'S operations as a private Act 48 Alternative Educational Services Provider.

XVII. HOLD HARMLESS PROVISION - INDEMNIFICATION

- A. PROVIDER, as an independent contractor in respect to its performance under this Agreement, confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the PROGRAM, and/or the actions of PROVIDER as the Private Alternative Education Provider. The SCHOOL DISTRICT and the Board of School Directors shall not be liable for any activity or operation related to PROVIDER.
- B. PROVIDER hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.
- C. PROVIDER and SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorney's fees, said indemnification including without limitation the PROVIDER Board of Directors, Officers, and SCHOOL DISTRICT Administrators, Board Members as follows:
 - 1. To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the SCHOOL DISTRICT fails to fulfill any terms, covenant or condition of this Agreement, the SCHOOL DISTRICT agrees to hold PROVIDER harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees;
 - 2. To the extent that any claim of negligence is asserted by a third party regarding PROVIDER failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the SCHOOL DISTRICT to be a Defendant in litigation by a third party, PROVIDER agrees to hold the SCHOOL DISTRICT harmless and indemnify the SCHOOL DISTRICT including costs and attorney's fees.

XVIII. INSURANCE

- A. PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect, liability insurance for its employees and the PROGRAM. Liability insurance shall carry an Aggregate Limit in an amount equal to or greater than \$1,000,000 and \$1,000,000 per occurrence.
- B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the Commonwealth of Pennsylvania.
- C. In addition to the liability insurance coverage, PROVIDER agrees to provide, and maintain at all times during the term of this Agreement, worker's compensation insurance.
- D. In addition to the insurance coverage specified above, PROVIDER shall obtain any other insurance coverage as may be required by law.
- E. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of liability coverage.

XIX. INSOLVENCY OF SCHOOL DISTRICT

If SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of PROVIDER and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to PROVIDER within ten (10) calendar days. If said payment is not received, all SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at PROVIDER and said records shall be forwarded by PROVIDER to the SCHOOL DISTRICT. If said payment is received, the matriculated SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

XX. CONFIDENTIALITY

PROVIDER and the SCHOOL DISTRICT, their agents and employees shall perform their respective obligations under this agreement in such a manner as to insure HIPAA compliance with respect to records, names, and identities of persons referred to the PROGRAM, shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement.

XXI. TERMINATION

- A. 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 thereof, at least thirty (30) days before the effective date of such termination.
- B. PROVIDER agrees that the SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by PROVIDER.
- C. SCHOOL DISTRICT agrees that PROVIDER retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SCHOOL DISTRICT for any of the following reasons:
 - 1. One or more material violations of this Agreement;
 - 2. Failure to timely comply with PROVIDER'S requests for information regarding any matriculated students, or failure to comply with PROVIDER staff regarding matriculation procedures set forth herein;
 - 3. Failure to make any payment required hereunder or pay any PROVIDER invoice when due;
 - 4. Violations of any provisions in Act 48 of the Pennsylvania School Code;

5. Violations of any provisions of state or federal law from which the SCHOOL DISTRICT has been exempted; the SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud.

D. All contractual matters relating to the provision of the service by PROVIDER shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by PROVIDER to the SCHOOL DISTRICT.

XXII. ASSIGNMENT

PROVIDER agrees that this Agreement may not be assigned or transferred by PROVIDER or SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SCHOOL DISTRICT.

XXIII. COMPLIANCE

PROVIDER agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

XXIV. SEPARABILITY

PROVIDER agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

XXV. NON-DISCRIMINATION CLAUSE

Both parties agree to abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to PROVIDER'S right to receive waivers from the same or PROVIDER'S rights of noncompliance as set forth in Act 48 or other legal standard.

XXVI. ANNUAL REPORT

The SCHOOL DISTRICT must submit to the Pennsylvania Department of Education (PDE), by the PDE requested due date, an alternative education end-of-year report that is required by PDE to comply with Section 1903-C.

The SCHOOL DISTRICT shall notify PROVIDER at the beginning of the Agreement Term if PROVIDER will be needed to assist the SCHOOL DISTRICT with part of the Pennsylvania Department of Education on-line end-of-year report. PROVIDER shall comply with the SCHOOL DISTRICT request and comply with the PDE required due date.

XXVII. JURISDICTION AND VENUE

PROVIDER and SCHOOL DISTRICT agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Northumberland County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums.

XXVIII. MISCELLANEOUS

A. This Agreement may be executed in counterpart. Scanned and emailed copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.

B. All notices or requests, as outlined in this Agreement, shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the addresses set forth in the Agreement.

XXIX. MODIFICATION

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

XXX. ENTIRE AGREEMENT

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

XXXI. PAYMENT POLICY

SCHOOL DISTRICT shall compensate PROVIDER for the Program services rendered to Students, as follows:

- A. The SCHOOL DISTRICT shall provide PROVIDER with all required documentation by the Pennsylvania Department of Education.
- B. All invoices will be mailed by PROVIDER before the 10th calendar day of each month for services rendered in the preceding month.
- C. Payment is preferred within 30 days of date of invoice; however, 60 days is allotted for payment receipt with a 1% late charge assessed.
- D. The Alternative Education Program calendar will be operated in accordance with a public school calendar within which the PROVIDER site is located.
- E. Closure and delay in the event of snow emergencies will be determined in accordance with the public school district within which the center is located. Closure of the student’s home school district does not affect the operation of the PROGRAM. If a student cannot attend PROVIDER as a result of a snow emergency for a day during which PROVIDER continues to conduct classes, payment for that day will be expected, and a “make up” day will not be scheduled. The day(s) missed by the student for this type of absence will be considered an excused absence.

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

ATTEST:

Tunkhannock Area School District

Secretary

Authorized Signature / Title

ATTEST:

PA Treatment & Healing

Stephen Gaito

Stephen Gaito
Regional Director

Agreement for Contracted School Psychologist Services

THIS AGREEMENT, made as of the 1st day of August, 2020, between APPLE TREE EDUCATIONAL ASSOCIATES, LLC ("Contracted Psychologist"/services provided by Karina Ostoich Sheehan-President) and Tunkhannock Area School District.

RECITAL

Tunkhannock Area School District desires to engage Contracted School Psychologist to perform the services described in this Agreement.

Contracted School Psychologist is certified by the State of Pennsylvania and is willing and able to perform the services for Tunkhannock Area School District in accordance with the terms of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Tunkhannock Area School District and Contracted Psychologist (the "Parties") agree as follows:

SECTION 1. SCOPE OF WORK. In consideration of Tunkhannock Area District's payment under this Agreement, Contracted Psychologist shall perform, in accordance with the terms of this Agreement, the services described in Exhibit "A" (the "Work").

SECTION 2. TERM (a) The term of this Agreement (the "Term") shall commence on August 1, 2020, and shall expire on June 30, 2021. It is anticipated that work under this agreement shall be completed by the end of the 60 day period allotted by Special Education Law which begins on the day that the Permission to Evaluate is signed by the parent. If the School Psychologist receives a report that has already entered the 60 day period and it is not possible to complete the report before the deadline, the report should be completed in a timely manner.

SECTION 3. CONTRACTED SCHOOL PSYCHOLOGIST'S FEE. In consideration of Contracted Psychologists performance of the Work in accordance with this Agreement, Tunkhannock Area School District shall pay Contracted Psychologist a fee (the "FEE") \$1200.00 for an IDEA Evaluation Report, \$420.00 Gifted Evaluation, \$210.00 for a Review Re-Evaluation Report, and \$210.00 for Problem Solving Team Meetings as more clearly defined in exhibit A.

SECTION 4. TAXES. Unless otherwise provided herein, the Fee includes the amount of any sales, use, excise or other similar transaction taxes applicable to the performance of the Work or any transfers under this Agreement (together "Taxes"), and Tunkhannock Area School District shall have no responsibility for the payment of any such Taxes. Contracted Psychologist shall have full responsibility for the payment of all federal, state, and local taxes and contributions, including penalties

and interests, imposed pursuant to unemployment insurance, social security, income tax, workers' compensation or any other similar statute.

INVOICES AND PAYMENT.

(a) Contracted Psychologist shall invoice Tunkhannock Area School District for sums payable under this Agreement as provided in Exhibit "A".

(b) Tunkhannock Area School District shall review Contracted School Psychologist's invoice and approve for payment such amounts due under the agreement.

(c) Tunkhannock Area School District shall pay for the completed evaluations within 30 days of billing.

SECTION 5. CONTRACTED CONTRACTOR RELATIONSHIP. Contracted School Psychologist, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Tunkhannock Area School District. It is further understood and agreed that Tunkhannock Area School District makes no representation or guarantee as the volume of work and that the relationship is not intended to create and employment permanent position.

SECTION 6. NON-DISCLOURE OF CONFIDENTIAL INFORMATION

Contracted School Psychologist will not, either directly or indirectly, as an independent contractor, or in any other capacity, use or disclose any confidential or proprietary information, including without limitation employee and student records or information, financial data, business plans, or any other confidential information to which the Contracted Psychologist has and that all such information furnished to Contracted School Psychologist by Tunkhannock School District shall remain the exclusive property of Tunkhannock Area School District. Contracted Psychologist shall not communicate Tunkhannock Area School District's information in any form to any third party without Tunkhannock Area School District's prior written consent.

For purposes of this Agreement, all information disclosed including but not limited to student records, is deemed to be confidential information.

SECTION 7. MISCELLANEOUS.

(a) Section Headings. All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.

(b) Exhibits. All Exhibits described in this agreement shall be deemed to be incorporated in and made part of this Agreement, except that if there are any

inconsistencies between this Agreement and the provision of any Exhibit the provision of this Agreement shall control. Terms used in an Exhibit and also used in this Agreement shall have the same meaning in the Exhibit as in this Agreement.

(c) Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to or application of any conflict of law principles.

(d) Modification. Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of the parties.

(e) Exclusive Agreement. This Agreement supersedes all prior understanding, representations, negotiations, and correspondence between the parties, constitutes the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade.

(f) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

(g) Waiver. The failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

(h) Survival. The provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of the Agreement will survive and remain in effect until all obligations are satisfied.

(i) Counterparts. This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

CONTRACTED SCHOOL PSYCHOLOGIST

**Tunkhannock Area School
District**

By: _____

By: _____

Date _____

Date _____

EXHIBIT A

Scope of Work: Student Evaluations:

Scope of work shall include assessment of student, scoring and analyzing results, review of records, communication with school personnel, written report, meeting with the multi-disciplinary team and parent(s) (for IDEA Evaluations), a multidisciplinary meeting or telephone conversation (for Chapter 16 evaluations) mileage and travel beyond round-trip travel from the home of the contracted school psychologist to the administration building, and other such reports requirements and/or mandates. The contracted school psychologist will make herself available via email to the schools for which she is responsible.

The Contracted School Psychologist should be paid at the following rate:

IDEA Evaluation/Report/Meeting-\$1200.00

Gifted Evaluation/Report/Meeting-\$420.00

Review Re-evaluation Report (to include feedback to the special education teacher and a final review if necessary)-\$210.00

Problem Solving Team Meeting (6 hours/preparation included)-\$210.00

Tunkhannock Area School District shall notify Contracted School Psychologist of student to be evaluated and shall provide such needed supplies and accommodations to perform services. The Contracted School Psychologist will need to use various assessment kits and protocols to be provided by the District.

Contracted School Psychologist shall coordinate and report her findings/reports to Tunkhannock Area School District Director of Special Education.