

## AGREEMENT

This AGREEMENT made this 1st day of August, 2016, by and between

Northern York County School District

(hereinafter the "School District") whose principal place of business is located at

149 S. Baltimore Street, Dillsburg, PA 17019

and NHS Pennsylvania (hereinafter the "NHS School"), whose principal place of business is located at 4391 Sturbridge Drive, Harrisburg, PA 17110 with the school located at NHS School - Carlisle, 898 Waggoner's Gap Road, Carlisle, PA 17013.

WHEREAS, the School District is responsible for providing a free and appropriate education to school age children with Autism residing within the school district; and

WHEREAS, NHS operates a private academic school licensed by the Pennsylvania Department of Education to provide educational services to children with Autism; and

WHEREAS the School District seeks to contract with NHS to provide educational services to students with Autism whom the School District, the student's parents or guardian and NHS have determined will benefit from placement in the NHS School.

Now, therefore, in consideration of the mutual promises contained herein, the parties, by their duly authorized representatives, and intending to be legally bound, agree as follows:

### **I. Term of Agreement**

The term of this Agreement will be from August 1, 2016 through and including July 31, 2017.

### **II. Responsibilities of the NHS School**

#### **A. Facilities**

1. NHS School has obtained and will maintain all state and local licenses and permits necessary to occupy and utilize the facilities to be used to provide educational services to school aged children enrolled in the NHS School. The School District may obtain copies of any licenses and permits from NHS School upon request.

2. NHS School will post its occupancy certificate at all times.

**B. Staffing**

1. NHS School will assure that each School employee meets applicable age, health, licensure and certification requirements and will obtain both child abuse and criminal history background clearances for employees to the extent required by state law.
2. NHS will maintain records of every School employee's compliance with applicable requirements as set forth in paragraph B.1 above, and, upon request, will provide the School District with copies of documents establishing compliance by an NHS School employee.
3. NHS School will assure that classes at the pre-school, elementary and secondary level will be taught by a teacher holding a certificate in special education or who has a private academic certificate (evidencing graduation from an approved four-year college or university and having completed 24 semester hours in the theory of special education). In the event that the NHS School must utilize a substitute teacher on a temporary basis, it may accept a public certification by the substitute teacher in other education content areas

**C. Student Attendance**

1. The NHS School academic year is established by the NHS School.
2. NHS School will comply with applicable state requirements regarding attendance and will maintain and forward student attendance records to the designated School District representative on a weekly basis.
3. Representatives from the School District and NHS School will meet to discuss unauthorized absences exceeding five days.
4. NHS School, after consultation with and agreement by the School District, may suspend or expel a student if it determines that the student presents a threat of harm to self or to others. NHS and the School District jointly understand that time is of the essence in this type of matter and agree to expeditiously review and decide upon the proposed suspension or expulsion.

**D. Student Records and Progress Reports**

1. The NHS School will maintain students' academic and permanent records to include the following:
  - a. diagnostic tests and reports, including tests and examinations performed by a school psychologist.

- b. progress reports for each marking period.
- c. evaluation reports and re-evaluation reports.
- d. prior school's records (if available).
- e. individual education program ("IEP") plan.
- f. health records received from the School District (physician report, immunization record, dental exam).
- g. miscellaneous records including monthly behavioral assessments, incident reports, and functional assessments.

2. The NHS School will send Progress Reports for every student to the designated School District representative and to the students' parents or guardian quarterly unless requested otherwise by the School District and the parents or guardian of a student. The Progress Reports will contain such information as the School District and the NHS School have agreed to include in the reports but, at a minimum, will contain data reflecting a student's IEP goal areas and outcome measures.

**E. Compliance with Safe Schools Requirements**

NHS School will maintain and send a written report to the School District of all incidents involving acts of violence; possession of a weapon; possession, use or sale of alcohol, or tobacco by any student.

**F. School Health Services**

1. NHS School will provide or arrange through the School District for the provision of school nursing services to students enrolled in the NHS School.

2. NHS School employees who interact with students will be trained to provide CPR and first aid services. Training will include first aid, Heimlich techniques, cardiopulmonary resuscitation and universal precautions, crisis intervention, behavior management and general health and special issues (e.g., seizure disorders, asthma) that can affect a student.

3. NHS will maintain and administer medications as follows:

- a. Prescription and over-the-counter medications shall be kept in their original containers and in a locked container.

- b. The original containers of medication shall be labeled with a pharmacy label that includes the child's name, medication name, date the prescription was issued, dosage, and physician's name. Original labels should be on the container.
- c. Prescription medications shall be used only by the child for whom the medication was prescribed.
- d. Administration of medications will be administered by identified and trained School staff. Yearly medication administration refresher training will be conducted with identified staff.
- e. Oversight of medication administration, medication logs, medication storage, and staff training needs will be monitored by a health professional at NHS School. (Health professional can include but is not limited to a LPN, RN, CRNP, PA).
- f. Medication administration will be reported, indicating what medication was given, the time the medication was given, the dosage administered, and who administered the medication. Any medication error will be logged and an incident report will be completed and parents notified. All medication errors will have a plan of correction and follow up for prevention of further error.

**G. Academic Standards and Assessment**

1. NHS School will comply with academic standards under 22 Pa. Code Section 4.28 relating to "Special Education", with Sections 51.51 through 51.53 addressing "Course of Study and Instructional Equipment" and with Sections 59.21 through 59.23 addressing "Program of Instruction, Instructional Equipment and Materials and Library/Media Services."
2. NHS School will conduct an intake conference with every student and the parent or guardian of every student to assure the appropriateness of placement of each student and to select each student's curriculum.
3. NHS School will comply with all curriculum requirements specified by state law. Written planned course outlines will be maintained on file for subjects taught.
4. NHS School may also provide basic education, which includes a core curriculum of math, social studies, and English. Physical education is also a component of the basic program.

5. NHS School, if requested by the School District, will register with PDE and administer the appropriate State assessments, in accordance with 22 Pa. Code § 4.51 (relating to the State Assessment System).

6. NHS School will design a specialized program to meet the needs of the students exceptionalities, regular curricula will be adapted, if possible, and an emphasis will be placed on life skills for those students whose individual needs, as reflected in their IEP, requires programs different from the standard curriculum.

#### **H. Special Education Services and Programs**

1. NHS School, in cooperation with the School District, will develop and implement an IEP for each student consistent with the provisions of 22 Pa. Code § 59.5 (Individualized Education Program) and with a student's specialized curriculum as well as Chapter 14 and the Individuals with Disabilities in Education Act ("IDEA").

2. NHS School will review each student's IEP at least annually.

#### **I. Student Admission Criteria**

1. To be admitted to the NHS School, a prospective student must:

a. have a diagnosis of PDD, Aspergers, Autism and be eligible for special education services as determined by the student's home school district.

b. be at least 4 years and 7 months old before the first day of the school term provided; however, that upon agreement of the School District, NHS School and a child's parents or guardian, a child who otherwise is appropriate for admission to the School and who will attain the minimum age within ten days of the first day of the school term, may be admitted to the NHS School.

2. Students who are placed on a waiting list to attend the NHS School may be admitted to the School consistent with available openings in classrooms, matching of skill level with other students in their potential class, the age of the student, and the benefit to the student to attend the school.

#### **J. Periodic Review**

NHS School will review each student at the end of each progress review as to their readiness to return to their home school.

**K. Non-Discrimination Clause**

NHS School will not discriminate against any employee or student on account of age, race, color, sex, religious creed, national origin, marital status, sexual orientation, gender identity or handicap.

**L. Insurance**

1. NHS School will, at its sole cost and expense, procure and maintain in full force and effect, insurance covering the performance of the services rendered under this Agreement in the following types:

- a. General Liability Insurance/Professional Liability Insurance in the amount of \$1 million.
- b. Workers' Compensation and Employers' Liability Insurance.

2. NHS School will also obtain any other insurance coverage as may be required by law.

3. All insurance provided for in this section shall be obtained under valid and enforceable policies issues by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. NHS will provide the School District with a copy of its certificates of insurance.

**M. Risk and Indemnification**

1. NHS School, as an independent contractor, assumes all risks and responsibilities for losses which can be attributed directly to the actions of NHS and its employees and agents in fulfilling its responsibilities under this Agreement.

2. NHS School agrees to indemnify and hold harmless, but not to defend, the School District and its employees and agents for, or on account of, liability arising out of the act, omission or misconduct which can be attributable directly to NHS and its employees and agents in fulfilling their responsibilities under the terms of this Agreement.

**N. Complaints and Grievances**

NHS and the School District will mutually develop and adopt policies and procedures relating to the identification and resolution of complaints or grievances presented to either party by any student or a student's parents or guardian.

**O. School Food Services**

NHS School is not responsible for and does not provide meals for students. A parent or guardian may provide or arrange for meals for their child.

**III. School District Responsibilities**

**A. Maintenance of Records**

The School District will maintain complete and accurate records for each student at the NHS School including but not limited to information concerning the number of hours of instruction in each curricular subdivision, scholastic achievement, test scores and student health.

**B. Student Visitation**

School District representatives and counselors may routinely visit students during regular NHS School hours of operation.

**C. Transportation**

School District will transport students from their homes to the NHS School and from the NHS School to their homes including when the students attend school-related activities.

**D. Safe Schools.**

School District will supervise and monitor compliance by NHS School with the provisions of Article XIII-A of the School Code relating to "Safe Schools" requirements.

**E. Academic Standards**

School District will supervise and monitor compliance by NHS School with the provisions set forth at Title 22 Pa. Code §§ 4.28 (Special Education), 4.51 (State Assessment System) relating to Academic Standards and Assessment, Chapter 14 relating to Special Education Services and Programs and the IDEA.

**F. Risk and Indemnification**

1. School District assumes all risks and responsibilities for losses which can be attributed directly to the actions of the School District and its employees and agents.
2. School District agrees to indemnify and hold harmless but not to defend NHS School, its employees, directors, officers and agents for, or on account of liability arising out of the act, omission or misconduct which can be attributed directly to the School District, its employees and agents in fulfilling its responsibilities under this Agreement.

**G. Payments**

The NHS school year follows the School District's calendar and is a minimum 180 days in length excluding In-district classroom days. School District will pay NHS for each student enrolled in the NHS School for each day a student is enrolled regardless of the number of days of school the student attends. The School District will pay bills submitted by NHS Pennsylvania within 30 days of receipt at the fees \***SEE ATTACHED RATE SHEET page 10a**

**IV. General Terms and Conditions**

**A. Confidentiality**

NHS School and the School District, their agents and employees will perform their respective obligations under this Agreement in such manner as to insure that records, names, and identities of students enrolled in the NHS School shall remain confidential, except as disclosure is authorized or permitted by state or federal law and the terms of this Agreement. Neither party will use or disclose information in a manner that would violate the requirements set out in the Health Insurance Portability and Accountability Act of 1996 and the regulations adopted thereunder.

**B. Modification**

This Agreement contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended. Any amendment to the terms of this Agreement shall be valid when reduced to writing, signed by the parties and attached to the original of the Agreement.

**C. Assignment**

NHS and the School District agree that this Agreement may not be assigned or transferred without the prior written approval of both parties.

**D. Jurisdiction and Venue**

NHS and School District agree that this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Any dispute involving the Agreement shall be brought before the Court of Common Pleas of Dauphin County.

**E. Cancellation**

Either party may cancel this Agreement upon providing the other party 30 days advance written notice. In the event of cancellation of this Agreement by the School District, the NHS School shall be entitled to receive compensation for all work completed through the effective date of cancellation. All payments relating to the provision of the service by the NHS School shall, upon cancellation by either party, be paid within thirty (30) days of the date of submission of a bill marked "final bill" by NHS School to the School District.

**F. Third Parties**

The parties to this Agreement do not intend for any third party to have any right to enforce any of its terms.

**G. Counterparts**

This Agreement may be executed in counterpart.

**H. Authorization**

By executing this Agreement, each signatory represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents and that he or she has obtained all approvals and consents necessary to take said action.

**I. Notices**

All notices required under this agreement shall be delivered via certified mail, return receipt requested or overnight delivery service to the following parties at the addresses set forth below:

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this contract for the 2016-2017 school year as of the day and year set forth above.

**School District**

Shelly Thomas  
Northern York County School District  
149 S. Baltimore Street  
Dillsburg, PA 17019

**NHS Pennsylvania  
4391 Sturbridge Drive  
Harrisburg, PA 17111**

**ATTEST:**

**SCHOOL DISTRICT**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Leanne Gilligan**

\_\_\_\_\_  
**Date**

**NHS Pennsylvania**

\_\_\_\_\_  
**Karen Markle, MA BCBA  
Executive VP of Educational Services**

<b>NHS School - Carlisle</b> <b>Rates</b> <b>2016-2017</b>
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Student Tuition	\$ 144.51/day	
Student Tuition ½ Day	\$ 72.76/day	
Full Day PCA	\$ 157.20/day	
PCA ½ Day	\$ 78.80/day	
Autism Support Classroom	\$1,300.00/day	
Therapeutic Emotional Support Classroom	\$1,265.08/day	
PT	\$ 134.00/hour	
OT	\$ 68.32/hour	
SLP	\$ 86.00/hour	
Consultation	\$ 89.18/hour	
Consultation / ABA Certified	\$ 137.96/hour	
Functional Behavioral Assessment	\$ 309.56/event	
Half day Training	\$ 281.48/event	
Full Day Training	\$ 534.80/event	
ESY Tuition	\$96.64/day	\$2222.72

\*The cost for this service is per student that qualifies for a slot of 23 student days (\$96.64per day). The School District will receive a bill, payable upon receipt for NHS reserving an attendance slot at the NHS School. This amount is due and payable regardless of the student's actual attendance, which is outside of the control of NHS School. Other services provided as stated in the IEP.