

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school name: _____

Official approved private provider name: _____

AND NOW, this _____ day of _____ (month), 2004,
_____ (approved private provider) with a principal place of
operations located at _____
(physical address), and the _____ (public school) enter into this Act
48 Program Placement Agreement as follows:

WHEREAS, _____ (approved private provider) primary operations is an
approved independent contractor for the delivery of alternative education services for
disruptive youth and has been since _____ (year).

WHEREAS, _____ (public school) and, _____
(approved private provider) have entered into a contractual arrangement, as further
described herein, wherein _____ (public school) will have
certain placement rights regarding “disruptive youth”, as defined in the Act, that
_____ (public school) desires to place their students into the
_____ (approved private provider’s) program for educational and
counseling services. (Note: This last sentence may be modified depending on the
scope of the contracted services.)

(NOTE: You can include any other “WHEREAS” statements you want here.)

NOW THEREFORE, in accordance with the aforesaid recitals,
_____ (approved private provider) and
_____ (public school), intending to be legally bound, agree as
follows:

1. **DEFINITIONS:** The following definitions apply regarding the text of this Agreement:

(NOTE: You are free to add any definitions, as you feel appropriate.)

- a. **“TERM”**. For purposes of this Agreement, “Term” shall be defined as the _____ (example: 2003/2004) school year.
- b. **“PROGRAM”**. For purposes of this Agreement, “Program” shall be defined as the, _____ (approved private provider) Act 48 program;
- c. **“PUBLIC SCHOOL”**. For purposes of this Agreement, “PUBLIC SCHOOL” shall collectively be defined as all schools of the _____ (public school), acting by and through their authorized employees, agents and representatives; and
- d. **“STUDENT”**. For purposes of this Agreement, “Student” shall be defined as a male or female in middle school, high school, or an area-vocational school at _____ (public school) who has been officially enrolled and designated as a “disruptive youth” in accordance with the Act.
2. **MATRICULATION RIGHTS:** _____ (public school) shall have the right to matriculate students into the _____ (approved private provider) program, under the following terms and conditions:
- a. _____ (public school) shall certify to _____ (approved private provider) that the student is “disruptive” as defined in the Act and provide all pertinent information to _____ (approved private provider) regarding said student;
3. **COST/PAYMENT:** _____ (public school) shall compensate _____ (approved private provider) for the program services rendered to students as agreed or set below:

(Here you may want to include payment, however, PDE is not

concerned with the payment
between the two entities.)

4. **DURATION:** _____ (ex: one school year OR specify the duration)
5. **COMPLIANCE – PDE GUIDELINES:** During the entire term of this Agreement, _____ (approved private provider) and _____ (public school) warrant to each other that they shall both be 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 referenced herein. In addition, the following specific warranties and assurances apply:

I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:

- a. _____ (approved private provider) warrants that its educational facility conforms 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 _____ County, and that said facility has been approved by the Licensing and Inspection Bureau of _____ County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.
- b. _____ (approved private provider) shall provide to _____ (public school) upon written request, any original licenses for review.
- c. _____ (approved private provider) warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility 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.
- d. _____ (approved private provider) warrants that its educational facility meets all state and local statutes regarding

environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. _____ (approved private provider) has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

II. SCHOOL FOOD SERVICE:

_____ (approved private provider) shall provide all food service and meet the requirements of Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c and all state and local statutes regarding food safety, inspections, and sanitation.

III. STAFFING:

a. _____ (approved private provider) warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.

b. _____ (approved private provider) warrants that all employees and members of its staff are citizens of the United States of America.

c. _____ (approved private provider) warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse

IV. STUDENT ATTENDANCE:

a. _____ (public school) warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the _____ (approved private provider's) administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at _____ (approved private provider), with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

a. _____ (approved private provider) warrants that during the entire term of this Agreement, _____ (public school) shall receive a written progress report for each _____ (public school's) student matriculated into _____ (approved private provider) in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, 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. _____ (approved private provider) and _____ (public school), their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

VI. TRANSPORTATION:

a. _____ (public school) will be responsible for transportation of said students to _____ (approved private provider) in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

a. _____ (approved private provider) warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

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 _____ (approved private provider) administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by _____ (approved private provider's) administrative staff, and a written report shall be completed by _____ (approved private provider). Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the _____ (approved private provider) educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7).

_____ (approved private provider) shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the _____ (approved private provider) educational facility.

VIII. SCHOOL HEALTH SERVICES

_____ (approved private provider) warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the _____ (approved private provider) educational facility.

Student Health Services will be provided jointly by the _____ (public school) and _____ (approved private provider) employs a Registered Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with _____ (public school) by the date of admission. _____ (approved private provider) will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

_____ (approved private provider) warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

(Note: Any waivers should be denoted here.)

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

_____ (approved private provider) and the _____ (public school) will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to

reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by _____ approved private provider or cannot be provided by _____ (approved private provider) during the period of enrollment will be the responsibility of _____ (public school) and the student shall be considered as a “dual enrollment” under applicable law; (d.) 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), _____ (approved private provider) will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education Student is enrolled, _____ (private provider) will insure that the student’s I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. _____ (approved private provider) agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

In accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C(5) _____ (public school) shall set forth its internal policies to identify those _____ (public school) students who are eligible for the _____ (approved private provider) Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

XII. PERIODIC REVIEW OF STUDENTS:

_____ (public schools) and _____ (approved private provider) shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

XIII. ANNUAL REPORT

_____ (approved private provider) shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

EXEMPTION FROM STATUTORY REQUIREMENTS:

_____ (approved private 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 _____ (approved private provider's) operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 39).

CHALLENGES: _____ (approved private provider) confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from an legal challenge(s) regarding the _____ (approved private provider) Act 48 Program and/or the actions of _____ (approved private provider) as the Private Alternative Education Institution. The _____ (public school) and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

HOLD HARMLESS/INDEMNIFICATION: _____ (approved private provider) and _____ (public school) agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the _____ (approved private

provider) Board of Directors, Officers, Shareholders and _____(public school) Administrators, Board Members, as follows: (a.) 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 _____(public school) fails to fulfill any term, covenant or condition of this Agreement, _____(public school) agrees to hold _____(approved private provider) harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding _____(approved private provider's) failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing _____(public school) to be a Defendant in litigation by a third party, _____(approved private provider) agrees to hold _____(public school) harmless and indemnify _____(public school) including costs and attorney fees.

INSURANCE: _____(approved private provider) will carry liability insurance for its employees and the program. A Class "A+" Liability Insurance Policy is purchased from Scottsdale Insurance Company carrying an Aggregate Limit of \$5,000,000.00 and \$3,000,000.00 limit per occurrence. The term for this policy runs yearly from _____(date) to _____(date) of the following year. A copy of the liability coverage is available to the District upon request and is on file in the administration office at _____(address)

INSOLVENCY OF PUBLIC SCHOOL: If _____(public school) 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 _____(approved private provider) and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to _____(approved private provider) within ten (10) days. If said payment is not received, all _____(public school) students and related records shall not be entitled to continue to be matriculated at _____(approved private provider) and said records shall be forwarded by _____(approved private provider). If said payment is

received, the matriculated _____(public school) students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL: _____(approved private provider) agrees that the _____(public school) retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty -day opportunity to cure said default by _____(approved private provider).

TERMINATION – APPROVED PRIVATE PROVIDER

_____ (approved private provider) retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by _____(public school) for any of the following reasons:

- a. One or more material violations of this Agreement;
- b. Failure to timely comply with _____(approved private provider's) requests for information regarding any matriculated students, or failure to cooperate with _____(approved private provider) staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any _____(approved private provider) invoice when due;
- d. Violations of any provision in Act 48 of the Pennsylvania School Code;
- e. Violations of any provisions of state or federal law from which _____(public school) has not been exempted; _____(public school) or their Board of School Directors has been indicted for and convicted of fraud;

COMPLIANCE - STATE REGULATIONS:

_____ (approved private provider) agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E(3).

_____ (public school) agrees that it shall comply with all

applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT: _____ (approved private provider) agrees that this Agreement may not be assigned or transferred by _____ (approved private provider) or _____ (public school) and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the _____ (public school)

COMPLIANCE: _____ (approved private 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.

SEPARABILITY: _____ (approved private 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.

JURISDICTION AND VENUE: _____ County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of _____ (county) shall be the appropriate venue for any dispute involving this agreement.

MISCELLANEOUS. This Agreement may be executed in counterpart. Facsimile 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. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

_____ (approved private provider)
_____ (address)

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. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by _____(approved private provider) in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by _____(approved private provider) shall be construed, respectively, to be a waiver of _____(approved private provider's) rights or to represent any agreement by _____(approved private provider) to undertake or perform such act or matter thereafter.

NONDISCRIMINATION. _____(approved private provider) agrees that it will 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 _____(approved private provider's) right to receive waivers from the same or _____(approved private provider's) rights of noncompliance as set forth in Act 48 or other legal standard.

Chief school officer of public school

Date

Date

CEO of approved private provider

Date