



River Rock Academy Administration

2124 Ambassador Circle • Lancaster, PA 17603 • Ph: 717-208-3349 • Fax: 717-517-7932

CONTRACT FOR RESERVATION OF 7 SECONDARY SLOTS + 2 ELEMENTARY SLOTS WITH RIVER ROCK ACADEMY 2026-2027 SCHOOL YEAR

This Services Contract ("Contract") is dated this 30th day of April 2026, between Dover Area School District (hereafter referred to as the "District") and River Rock Academy (hereafter referred to as the "Provider").

1. District agrees to reserve 7 secondary student slots from Provider or its assigns for the Red Lion Campus or Spring Grove Campus (AEDY program or the Secondary Special Education 7-12) at a reduced per diem rate of \$167.00 for an annual cost of **\$216,265.00** and 2 reserved elementary student slots at the Red Lion Campus or Spring Grove Campus Private Licensed Academic Elementary Programs at a reduced per diem rate of \$199.00 for an annual cost of **\$73,630.00**.
2. District agrees to pay \$289,895.00 over a ten (10) month period: **\$28,989.50** on a monthly basis for ten months.
3. Provider agrees to send District a monthly invoice on the 15th of each month for ten (10) months for the monthly installment rate of \$28,989.50. District shall pay the invoice within thirty (30) days of the invoice receipt. Any amounts due Provider under the terms of this Contract which are not paid within thirty (30) days of the invoice receipt shall accrue interest at the rate of 1.5% per month, or such portion thereof from the due date, until payment is received by Provider. In the event that Provider has to pursue collection to recover any unpaid amounts, the District will be responsible for any costs of collection, including reasonable attorney's fees.
4. Provider agrees to hold 7 secondary student slots and 2 elementary student slots exclusively for District for the 2026 - 2027 school year. Any additional secondary students above the 7 secondary reserved slot will incur a per diem cost of \$246.00 and any additional elementary students above the 2 elementary reserved slots will incur a per diem cost of \$268.00.
5. Provider agrees to provide Secondary Special Education 7-12 services for an additional \$10.00 per diem fee in addition to the standard slot or per diem rate. The Special Education fee will be included in the end of month itemized invoice and will only be assessed for students with an IEP and enrolled in the program for the month being billed.
6. This agreement has been drafted with a mutual understanding between Provider and the District, that the District has an intention to pre-purchase 7 reserved secondary student slots and 2 reserved elementary student slots for the 2026-2027 school year. If this contract is not signed and returned to Provider by July 1, 2026, or by a date mutually agreed upon by both parties, then the request to reserve pre-purchased slots will be considered forfeited and the slot reservation is void.

After July 1, 2026, unless another date was agreed upon, if this slot agreement remains unsigned, it will convert to a services only agreement for the District to receive secondary services at the standard per diem rate of \$246.00 and elementary services at the standard per diem rate of \$268.00. The

additional special education per diem charge of \$10 for secondary students with an IEP will still apply.

7. Provider agrees to send District an itemized invoice detailing all District students in the Provider Programs. Provider shall invoice the District on a monthly basis within ten (10) days of the beginning of the month for services provided in the prior month. Payment shall be remitted within 30 days' receipt of such invoices. Payments not paid within thirty (30) days of invoice date shall bear interest at the rate of 1.5% per month. If Provider pursues collection of any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees.
8. Provider agrees to keep an open line of communication with the District and provide a structured, disciplined, nurturing environment for their students.
9. Provider and the District 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 300.322); (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 300.324); (c.) Any services that are not provided by Provider or cannot be provided by Provider during the period of enrollment will be the responsibility of District 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 300.111), Provider will notify 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, 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. 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.
10. In the event of an extended school closure, Provider agrees to make a good faith effort to provide continuity of education for District students using alternative means during the period of closure. This plan is available upon request. Provider's plan to reopen after an extended school closure will comply with applicable law and will be available upon request. Provider will support the District's provision of FAPE as outline in any special education student's IEP as revised by the IEP team upon admission into the program.
11. Transportation. The District will be solely responsible for the transportation of students to Provider under this Agreement in accordance with applicable law, including, but not limited to, 24 P.S. 13-1361 and 67 Pa. Code Chapter 171. Once District transportation vehicles have departed from Provider property, they are not permitted to return with students. In the event of an off-site safety concern, District transportation personnel are expected to follow the District, or the District contractor's, established emergency procedures. These procedures should not include returning to Provider's location. Provider is unable to provide transportation support after school hours or off-site once students have been released to the care of the District and the District's transportation

contractor. To maintain clear and consistent communication, Provider does not directly coordinate with transportation contractors. All communication should be routed through the appropriate District or designated transportation contractor. While Provider does not have a direct contractual relationship with transportation contractors, we remain committed to working closely with our District partners to support student needs within the scope of our agreements.

12. This Contract may be terminated by either party upon twenty-one (21) calendar days' written notification to the other party. School District shall remain obligated to pay all amounts due to Provider through the enrollment termination and such obligation shall survive any termination of this Contract. If student becomes hospitalized or placed at an alternate placement, after ten (10) consecutive days, District can disenroll or choose to pay the per diem rate to maintain enrollment.

Provider reserves the right to terminate a Student's enrollment at the Provider whenever Provider determines, in its sole discretion, that Student is not benefiting from the program being offered, Provider is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which Provider is unable to provide. Serious disciplinary infractions shall be defined at the sole discretion of Provider. However, the parties acknowledge that Provider is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Provider must present exceptional challenges to be so defined.

If enrollment continues beyond either party's twenty-one (21) calendar day notice for any reason, then Provider shall continue providing services until the District is able to find a new placement for a student for a total period up to sixty (60) days, provided the District is making a good faith effort to find a new placement. If the student's continued placement beyond the twenty-one (21) day notice would create a risk to the health, safety, or welfare of the student, other students, or Provider's staff, Provider reserves the right to provide virtual instruction to the student in its sole discretion.

If Provider gives twenty-one (21) calendar days' notice of termination due to the District's failure to pay amounts due and owing, Provider shall have the right to disenroll the student on the twenty-second (22nd) day following such notice.

If the student is no longer a resident of the District, it is the District's responsibility to immediately notify Provider and take affirmative action to terminate the student's placement. Student's placement shall terminate upon the District's written notification to Provider. District shall be responsible for payment through the date of notification to Provider.

To the extent the student's residency status is uncertain, and/or the District is disputing residency with other districts or parties, the District remains responsible for payment through the date it notifies the Provider.

If the student becomes habitually truant, the student's placement shall terminate upon the District's written notification to Provider that student has been discharged. District shall be responsible for payment through the date of notification to Provider.

13. In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, Provider must immediately provide written notice to the District and this Contract shall be terminated. The District shall be responsible for tuition for the days the student is enrolled.
14. Provider shall not assign this Contract or any portion thereof to any other entity; however, Provider, may use employees and/or independent contractors to perform services under this Contract.
15. Provider shall maintain, at its own expense, any required licenses and certifications to provide the aforementioned services. Provider employs certified personnel as defined by the Pennsylvania Department of Education, including Private School certification, and otherwise meets regulatory requirements for a private licensed school. Provider shall be responsible for obtaining any and all

necessary permits and licenses and for ensuring that each of its employees and/or independent contractors comply with all applicable laws, rules and regulations, whether federal, state or local, and the policies of Provider.

16. Provider agrees that all of its employees and staff shall possess the following valid clearances and certifications:

- a) PA Child Abuse History Clearance (Act 151);
- b) Federal Criminal History Records (Act 114);
- c) Pennsylvania Background Checks (Act 34);
- d) Employment History Review (Act 168);
- e) Mandated reporter training and all other training required by law;
- f) Tuberculin testing (28 Pa Code 23.44).

Provider agrees to bear any costs or fees associated with obtaining these clearances, trainings and certifications. Provider agrees to provide proof of the aforementioned clearances upon request by the District. Provider will notify the District in writing within seventy-two (72) hours if it learns that a Provider Employee is arrested for or convicted of a crime. Provider will also notify the District in writing within seventy-two (72) hours of notification that a Provider employee has been named a perpetrator in an indicated or founded report pursuant to the Child Protective Services Law.

17. Non-Solicitation. The District shall not, directly or indirectly: (i) recruit, solicit or otherwise induce or attempt to induce any employee or independent contractor of Provider to leave the employ or service of Provider or such subsidiary or affiliate, or in any way interfere with the relationship between Provider, its subsidiaries or its affiliates and their respective employees or independent contractors; or (ii) employ, hire or otherwise retain any person listed above while such person has such employment or contractual relationship with Provider, its subsidiaries or its affiliates for one year thereafter.

18. Provider shall maintain the following insurance coverages in the following limits for the term of this Contract:

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Umbrella Liability	\$3,000,000 per occurrence/\$3,000,000 aggregate
Workers Compensation	\$1,000,000 per occurrence
Professional Liability	\$6,000,000 per claim/\$8,000,000 aggregate

19. District agrees to indemnify, defend, and hold Provider harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of District, its agents and its employees, District's obligation to indemnify shall survive the termination of this Contract.

Provider agrees to indemnify, defend, and hold District harmless from any claims, losses, suits or damages caused by or arising from the negligence, or willful misconduct of Provider, its agents, and its employees. Provider's obligation to indemnify shall survive the termination of this Contract.

20. It is hereby understood and agreed that Provider, in performing this Contract, is acting in the capacity of an independent contractor, and that Provider, in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Provider for the services provided to this Contract. Provider has no authority hereunder to assume or create any obligation or responsibility,

express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.

21. Provider and District shall assure that the Services provided pursuant to this Contract are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.
22. All information of any kind regarding Student, including (without limitation) confidential Student data, shall be kept strictly confidential by District and Provider, and shall not be used or disclosed for any purpose except as provided in this Contract. This obligation of confidentiality shall survive the expiration or termination of this Contract. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act (FERPA).

Provider further acknowledges and agrees that through its performance under this Contract it may possess, maintain, store or manage Personal Information, as that term is defined by the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and that the unauthorized access or acquisition of such information may expose the District to loss or injury. Provider shall maintain a policy to govern the proper data storage of Personal Information. Such policy shall require current, commercially reasonable best practices for data storage and shall be reviewed at least annually and updated as necessary. Provider shall utilize encryption and other commercially reasonable security measures to protect the transmission of Personal Information over the internet from being viewed or modified by any unauthorized third party. Provider shall maintain a policy to govern the proper encryption and other security measures it utilizes to protect the transmission of Personal Information. Provider must provide immediate notification to the District of any suspected Discovery, as defined by the Breach of Personal Information Notification Act, of an unauthorized access or acquisition of Personal Information. Provider specially acknowledges and understands that time is of the essence in providing such notification to the District, and that any failure to immediately notify the District constitutes a material breach of this Contract. Upon any suspected unauthorized access or acquisition of Personal Information, Provider will provide District access to all data or information requested by District as necessary to comply with any requirements to notify impacted individuals. Notwithstanding any other provision of this Contract, Provider agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees, agents and representatives, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and any amounts payable whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the gross negligence, malfeasance or intentional recklessness of Provider and/or its partners, principals, agents, employees, subcontractors, and representatives or by their failure to perform pursuant to this Section 22 of this Contract.

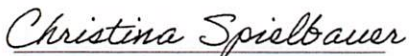
23. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply.
24. As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity. Notwithstanding anything contained in this Contract, nothing in this Contract shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity in any respect applicable to the District, its directors, officers, employees and agents, including without limitation under the Pennsylvania Political Subdivision Tort Claims Act.

25. All official notices and other communications required or permitted under this Contract must be in writing and delivered to the recipient as provided below:

River Rock Academy
Attn: Brandon Hoff
2124 Ambassador Circle
Lancaster, PA 17603

26. Provider and District consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas in the county in which Provider is located, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all Parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address set forth at the end of this Contract.
27. No change, amendment or modification to this Contract shall be effective unless it is in writing and signed by both the District's and Provider's authorized personnel.
28. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Contract. Electronic signatures are acceptable. A signed copy of this Contract delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.
29. District represents and warrants that the individual executing this Contract is duly authorized to execute and deliver this Contract on its behalf and this Contract is a valid and binding obligation of District.
30. This Contract contains the entire understanding between the Parties with respect to their subject matter and superseded all prior or contemporaneous Contracts or understandings between the Parties with respect to subject matter contained herein. The headings in this Contract are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Contract.

Thank you for this opportunity to serve the Dover Area School District.


Christina Spielbauer
Senior Vice President


Dover Area School District
Authorized Signer

Approved By Dover Area
School District Board
of Directors 07/21/2026